



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1286
Original Issued Date: 08/11/2022
Issued Date: 08/11/2022
Expiration Date: 08/11/2023

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Bean Collective LLC

Phone Number: 617-687-9149 Email Address: donald@THCdepotUSA.com

Business Address 1: 63 Coburn St. Business Address 2:
Business City: Lowell Business State: MA Business Zip Code: 01850
Mailing Address 1: 63 Coburn st Mailing Address 2:
Mailing City: Lowell Mailing State: MA Mailing Zip Code: 01850

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: SE303968

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: 90 Percentage Of Control:
90
Role: Owner / Partner Other Role:
First Name: Donald Middle Name: Patrick Last Name: Rodriguez Suffix:
Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali), American Indian or Alaska Native

Specify Race or Ethnicity:**Person with Direct or Indirect Authority 2**

Percentage Of Ownership: 10

Percentage Of Control:

10

Role: Executive / Officer

Other Role:

First Name: Patrick

Middle Name:

Last Name:

Suffix:

Musanda

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:**ENTITIES HAVING DIRECT OR INDIRECT CONTROL**

No records found

CAPITAL RESOURCES - INDIVIDUALS**Individual Contributing Capital 1**

First Name: Patrick

Last Name: Musanda

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$150000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 1431 Bedford st

Establishment Address 2:

Establishment City: Abington

Establishment Zip Code: 02351

Approximate square footage of the establishment: 3300

How many abutters does this property have?: 10

Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Abington HCA Bean Collective LLC.pdf	pdf	6182c5057f037d37d69b9b07	11/03/2021
Community Outreach Meeting Documentation	_Community Outreach Attestation Form need signature.pdf	pdf	61fb109c879c73091c81778c	02/02/2022
Community Outreach Meeting Documentation	ABINGTON+NEWS+COMMUNITY+OUT+REACH-edited.pdf	pdf	620acbfd7c2bdd089a1f86d2	02/14/2022
Community Outreach Meeting Documentation	Notice of Community Outreach Meeting ATTACHMENT B.pdf	pdf	620acea3dc96b108e551d03b	02/14/2022

Community Outreach Meeting Documentation	Notice of Community Outreach Meeting ATTACHMENT C.pdf	pdf	620acf34879c73091c81b0bd	02/14/2022
Certification of Host Community Agreement	HCA Cert Final.pdf	pdf	6219465b6670b20768e7a204	02/25/2022
Plan to Remain Compliant with Local Zoning	Bean Collective - Local Zoning - Clean.pdf	pdf	62194795e938dd07a5f4dfa9	02/25/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Bean Collective PIP 4.13.22 dr edits.pdf	pdf	62576df53eefeb000a2d0f21	04/13/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Donald Last Name: Rodriguez Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Patrick Last Name: Musanda Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Bean Collective Certification of No Employees.pdf	pdf	61fb122fd04772090d5a396c	02/02/2022
Department of Revenue - Certificate of Good standing	DOR Certificate og Good Standing.pdf	pdf	62155285d04772090d5aa2e0	02/22/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - Bean Collective.pdf	pdf	6242316d53957f00086bee43	03/28/2022
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - Bean Collective (1).pdf	pdf	626b057c560e3c0008849b74	04/28/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Articles of Organization	BEAN+COLLECTIVE+Musanda+Final+12012021-edited.pdf	pdf	626c74b0560e3c0008862c5a	04/29/2022
Articles of Organization	articles of organization (1).pdf	pdf	629e3c65eb816b000873425a	06/06/2022
Articles of Organization	Certificate of Organization.pdf	pdf	629e43223bea2b0008d3d38f	06/06/2022

Massachusetts Business Identification Number: 001328984

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Business Plan - Plan to obtain liability insurance Plan FINAL PDOA103048 .pdf	pdf	60b3ae0086c10c3617e669e6	05/30/2021
Business Plan	Doorzijs plan.pdf	pdf	621437d9f2351e085f72ec3b	02/21/2022
Proposed Timeline	Bean Collective Timeline.pdf	pdf	621440eb8dbcc30906642fcc	02/21/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	FINAL PDOA103048 Operating Policies and Procedures- Dispensing Plan.pdf	pdf	60b5188ce03d9635ef5bdac0	05/31/2021
Maintenance of financial records	FINAL PDOA103048 Operating Policies and Procedures- Maintenance of Financial Records Plan.pdf	pdf	60b518c5ff799435f63821a8	05/31/2021
Quality control and testing procedures	FINAL PDOA103048 Operating Policies and Procedures- Quality Control and Testing Procedures.pdf	pdf	60b5190aff799435f63821ac	05/31/2021
Storage of marijuana	Storage Plan FINAL PDOA103048 Operating Policies and Procedures .pdf	pdf	60b51995ff799435f63821b2	05/31/2021
A detailed plan for White Labeling	A Detailed Plan for White Labeling.pdf	pdf	60b54ec3ff799435f6382217	05/31/2021
A plan to obtain marijuana and marijuana products	A PLAN TO OBTAIN MARIJUANA AND MARIJUANA PRODUCTS.pdf	pdf	60b54ecb70eb6e3601abdc0f	05/31/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	60b54ef3bcbcb5a361790fa47	05/31/2021
Record-keeping procedures	Operating Policies and Procedures- Record Keeping Procedures PDOA103048.pdf	pdf	60e9f7f8da52e3026d461c88	07/10/2021

Transportation of marijuana	FINAL PDOA103048 Operating Policies and Procedures-Transportation Plan.pdf	pdf	60e9f8598d6c3f02b7d1b9eb	07/10/2021
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	FI095D~1.PDF	pdf	6215269d5099080851f3dc13	02/22/2022
Inventory	Inventory Procedures 2.pdf	pdf	62152a038d09e508d611bd4e	02/22/2022
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Plan 2.pdf	pdf	621534848d09e508d611be2b	02/22/2022
Prevention of diversion	Prevention of Diversion Plan 2.pdf	pdf	621536f7879c73091c81dfd1	02/22/2022
Personnel policies	Personnel Policies 2.pdf	pdf	621539b2a828d708f051789d	02/22/2022
Security plan	Security Policy.pdf	pdf	62154e47f2351e085f72f3bb	02/22/2022
Diversity plan	Delivery Plan 2.pdf	pdf	624259ec53957f00086c0022	03/28/2022
Diversity plan	Bean Collective LLC Diversity Plan 2.pdf	pdf	625779c03eefeb000a2d11ba	04/13/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Record 1

Owner First Name:	Owner Last Name:	Owner Suffix:	
Provider Legal Name:	Provider DBA:		
Provider Description:			
Provider Phone:	Provider Email:	Provider Website:	
Provider Address 1:	Provider Address 2:		
Provider City:	Provider State:	Provider Zip Code:	Provider Country:
Provider Mailing Address 1:	Provider Mailing Address 2:		
Provider Mailing City:	Provider Mailing State:	Provider Mailing Zip Code:	Provider Mailing Country:

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

THE TOWN OF ABINGTON
BEAN COLLECTIVE, LLC

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A MARIJUANA ESTABLISHMENT IN THE TOWN OF ABINGTON

This Host Community Agreement ("Agreement") is entered into this ^{28th} day of ~~September~~ 2021 by and between, **Bean Collective LLC**, a limited liability company organized under the laws of the State of Massachusetts with a principal office address of 63 Coburn St, Lowell, MA 01852 (the "Company") and the **Town of Abington**, a Massachusetts municipal corporation with a principal address of 500 Gliniewicz Way, Abington, Massachusetts 02351, acting by and through its Town Manager in reliance upon all of the representations made herein (the "Town") (the Town and Company, collectively, the "Parties").

RECITALS

WHEREAS, the Company wishes to locate a licensed Marijuana Delivery Operator Establishment, solely for the delivery of marijuana for adult use, with approximately 600 square feet of administrative space, 7,500 square feet of processing space, and 3,900 square feet of storage space, on an 414,292 square foot parcel at the property located at 1431 Bedford Street, Abington, Massachusetts 02351, Abington, Massachusetts, more accurately described by the deed recorded with the Plymouth County Registry of Deeds Book 3596, page 414 on, and as shown on Map 68 and numbered Assessor's Map/Parcel 24 (the "Property") in the Town (the Marijuana Retail Establishment, Marijuana Cultivation Establishment, and Product Manufacturing Establishment, collectively and individually, the "Facility") in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite license(s) from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, to operate the Marijuana Retail Establishment, Marijuana Cultivation Establishment, and/or Product Manufacturing Establishment at the Property and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite license and/or approvals as may be required for the operation of the Facility, including but not limited to an occupancy permit from the Town's Building Commissioner and a final license and approval to operate from the CCC, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the a Marijuana Retail Establishment, Marijuana Cultivation Establishment, or Product Manufacturing Establishment at the Property (the "Commencement of Operations") in the Town, then the Company agrees to provide the following Annual Payments. These Annual Payments shall be in addition to and separate from any local sales tax required to be paid to the Town pursuant to G.L. c. 64N, §3.

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, administrative services and public health education and substance abuse counseling services, and any necessary and related legal and enforcement costs, as well as unforeseen impacts, both quantifiable and unquantifiable, on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, both quantifiable and unquantifiable, the Company agrees to annually pay a Community Impact Fee to the Town, in the amount and under the terms provided herein (the "Community Impact Fee").

- i. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from any and all operations at the Facility. The term "Gross Sales" shall mean the total of all marijuana transactions of the Facility without limitation, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Facility during the year and shall include but not be limited to all adult use marijuana and medical marijuana and marijuana products, including marijuana infused products, paraphernalia, and any other products sold, cultivated, processed, manufactured, and/or otherwise transferred by the Facility directly to consumers or to other Marijuana Establishments. In the event marijuana or marijuana products are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on the higher of: (i) 50% of the retail price at which such marijuana or marijuana products are sold by such marijuana retailer; or (ii) the highest wholesale price charged by the Company in any arms-length transaction during

the preceding twelve (12) months. The Company agrees that calculation of the Community Impact Fee in this manner will be within the statutory cap of three percent (3%) of gross sales under G.L. c.94G §3(d) for these combined operations and waives any claims to the contrary.

- ii. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 with the first payment due thirty (30) days after the close of each quarter following the Commencement of Operations. The Annual Community Impact Fee for the first (1st) year of operation shall be prorated based on the number of months beginning on the Commencement of Operations that the Facility is in operation; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee or portion thereof already provided to the Town by the Company.
- iii. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Commencement of Operations, and shall be subject to renegotiation for successive terms for as long as the Facility remains in operation. At least ninety (90) days prior to the conclusion of each of the respective five-year terms, the Parties shall meet to negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in Paragraph 2.A.i of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee.
- iii. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, and permitting and consulting services, as well as unforeseen impacts upon the Town. The Company acknowledges and agrees that the Town is under no obligation to use the Community Impact Fees in any particular manner.
- iv. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town Costs, the Company acknowledges that the impacts of its operation may be impracticable to ascertain and agrees that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. The Company thus agrees to utilize a fixed percentage of Gross Sales as specified in Paragraph 2.A.i above in lieu of attempting to determine actual Town Costs incurred and the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

- v. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, §57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Annual Community Benefit Payments

In addition to the Annual Community Impact Fee, the Company agrees that it shall pay an Annual Community Benefit Payment in accordance with the following:

1. For as long as the Facility is in operation, the Company shall pay to the Town the sum of \$10,000.00 annually for any municipal purposes, including, but not limited to, funding substance abuse and mental health services in the Town, school substance abuse and counseling services and for a local police officer to complete an Advanced Roadside Impairment Driving Enforcement training program.
2. The Annual Community Benefit Payments shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 following the Commencement of Operations. The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Facility is in operation.
3. The Town shall use the Annual Community Benefit Payments in its sole discretion; the Parties hereby recognize and agree that the Annual Community Benefit Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's usual building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: In addition to the Community Impact Fee, the Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility that may be required in addition to the Planning Board’s review under the Bylaw, for which reimbursement will be required pursuant to G.L. c.44 §53G. Any Town legal costs associated with the Facility, including the

cost to negotiate this Agreement, shall be paid from a \$5,000 contribution made by the Company to the Town within thirty (30) days of the execution of this Agreement. Any unexpended funds shall be returned by the Town; legal fees exceeding the \$5,000 contribution shall be reimbursed to the Town within thirty (30) days of the Town's request for the same.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by G.L. 59, §57.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to local charities/non-profit organizations in the Town in an amount no less than \$5,000.00, said charities/non-profit organizations to be determined by the Company. The annual charitable contribution shall be made annually beginning on the first anniversary following the Commencement of Operations and shall continue for the term of this Agreement. The Company shall provide the Town with evidence of such payment within thirty (30) days of the annual anniversary of the Commencement of Operations.

The Parties hereby recognize and agree that any Annual Charitable Non/Profit Contribution to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

E. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall notify the Town when it Commences Operations at the Facility within seven (7) days. The Company shall submit annual written report to the Town within thirty (30) days after the payment of its fourth (4th) quarterly installment of the Annual Community Impact Fees with a certification of: (1) its annual Gross Sales and (2) its compliance with all other requirements of this Agreement. . During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license(s) for the Facility.

Upon the request of the Town, during the term of this Agreement and for three years following the termination of this Agreement, the Company agrees to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. No Off Set-Payments

If the Town receives additional payments from the Company, or from the Department of Revenue or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

4. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make good faith efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents. The Company's annual report to the Town shall include information concerning the use of local vendors.

Except for senior management, and to the extent permissible by Massachusetts law, the Company shall use good faith efforts to hire Town residents and to also ensure that at least fifty percent (50%) of the non-management employees of the Company working at the Facility shall be Abington residents. The Company's annual report to the Town shall include information concerning the number of Abington residents employed at the Facility.

Good faith efforts shall include actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to Town residents before advertising through all typical regional employment advertising outlets, collaboration with local labor unions and/or other recruitment efforts, neighborhood job fairs, and posting of notices of opening at strategic locations. The Company shall furnish the Town with information and documentation as the Town may reasonably request to support and document compliance of reasonable efforts made under this Paragraph 4.

If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such

other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Facility. The Town shall consider such request for approval following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

5. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes; however, nothing in this provision shall prohibit the Company from appealing any assessment made on its property.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

6. Educational Programs

The Company shall use best efforts to provide staff to participate in a reasonable number of Company-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other Town public safety departments not mentioned in the Agreement. The Company's annual report to the Town shall include information concerning the number of educational programs provided.

7. Odor Control Technology

The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Facility to not relive or introduce any outdoor air into the Facility, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Facility. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives five (5) or more complaints from citizens with respect to odor impacts in relation to the operation of the Facility, the Company shall be required to meet with the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to odor violations.

8. Pest Management

The Company shall also comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

9. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of thirty-six (36) watts per gross square foot of active and growing canopy. The Company shall report to the Town annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

The Company shall use lighting practices to reduce light pollution, that minimize the impact on maintaining a 'dark sky', by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

10. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. If requested by the Town, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Town annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

11. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. Company agrees to consult with the Town regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Facility or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Facility. The Company shall comply

with all reasonable requests of the Town, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105. When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

12. Hours of Operation

The Company agrees that in no event shall the Facility be open for business, nor shall any processing, packaging, delivery or other distribution of marijuana occur at the Facility outside the hours of 7 A.M. through 10 P.M Monday through Sundays, unless further limited by the Planning Board.

13. Improvements to the Property

The Company shall make capital improvements to the site at which the Facility is located such that the Property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras and in reviewing and approving all security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products produced by the Facility are not being transferred to the illegal market or to minors.

If requested by the Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations at the Facility. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility. The

Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Company agrees and acknowledges that periodic inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

15. Vehicle Management

The Company agrees that to keep any and all vehicles used in connection with transportation of marijuana and other products from the Facility in the Town of Abington, to register all vehicles in Town and to pay motor vehicle excise taxes on such vehicles to the Town. The Company agrees vehicles shall be adequately screened from the public way and/or stored in a manner to the satisfaction of the Town. The Company further agrees and acknowledges that no more than 10 vehicles shall be kept at the Property without prior written permission from the Town.

16. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues, as determined in the discretion of the Board of Selectmen, that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time by the Company or at the request of the Board of Selectmen, shall be reviewed and approved annually by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledged that in the event the Town receives five (5) or more complaints with respect to the failure to mitigate conditions at the operation of the Facility, the Company shall be required to meet with the Board of Selectmen, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the Board of Selectmen's satisfaction.

17. Additional Obligations

A. Retention of Municipal Authority.

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a Final license and/or Final Certificate of Registration from the CCC, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws and regulations. The Town, by entering into this Agreement, is not hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

B. Annual Reporting

The Company shall file an annual report with the Town in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

C. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. These provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

18. Traffic Management

The Company agrees to cooperate with Town officials on traffic management, including, but not limited to the Police Department, to ensure that sufficient traffic control measures are in place to mitigate traffic impacts. The Company shall pay for all customary traffic control measures required by the Town and shall also, at its own expense, employ a police detail, if deemed necessary by the Town, to manage traffic at the Property. In the event there is traffic queuing at the Facility which cannot be accommodated through existing parking and police detail, the Company shall provide off-site parking and shuttle service to the Facility to alleviate traffic issues. The Company further agrees to maintain sufficient spaces on site for customer parking. The Company shall also make arrangements for employee parking off street and off site, and shall provide the Town with documentation regarding its employee parking plan.

19. Limitations on Use

The Company agrees that, even if authorized under CCC regulations, it will not permit on-site social consumption or delivery to consumers absent prior written approval by the Town.

The Company additionally agrees that all edible marijuana products for adult use consumption in the form of candy or other confections shall meet the requirements of 935 C 500.105(5) and shall additionally be available for inspection by the Board of Health for review and comment on the form of the product prior to being marketed or sold by the Facility.

20. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment(s) as the entity governed by this Agreement.

In the event that the Town Company or any controlling person enters into a host community agreement for a marijuana establishment with another municipality in the Commonwealth that contains terms that are superior to what the Company agrees to provide the Town under this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

20. Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license or certificate of registration to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

21. Term and Termination

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town, with the exception of the Community Impact Fee as set forth in Section 2 herein, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final license and certificate of registration from the CCC and all necessary local permits from the Town for the Facility and has not commenced the use/operations at the Facility within two (2) years from the date this Agreement is signed, this Agreement shall expire at the discretion of the Town and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Board of Selectmen, in its discretion,

may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by the Company, which material breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility.

14. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part and shall not assign any of the monies payable under this Agreement, without the prior written consent of the Town, which consent shall not be unreasonably withheld. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Notwithstanding the above, the Company agrees that in no event shall it seek to assign, sublet, transfer its rights or obligations under this Agreement or transfer a controlling interest in any License or Certificate of Registration it receives from the CCC without fully complying with the provisions of 935 CMR 500.14 and without the prior written consent of the Town.

In exercising its discretion, the Town may require the assignee, transferee or successor entity submit all the relevant information that was required by the Town in the initial RFQ and reserves the right to require such additional information as the Town deems necessary.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership of the Company greater than ten percent (10%); (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

14. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Town Manager, Town of Abington
500 Gliniewicz Way

Abington, MA 02351

Copy to Town Counsel:

Amy E. Kwesell, Esq.

Town Counsel

KP Law, P.C.

101 Arch Street, 12th Floor

Boston, MA 02110

To the Company:

Copy to Counsel:

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. For the purposes hereof, substantial or material prejudice shall include, without limitation, reduction or termination of the payments required hereunder. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all duly authorized representatives of the Parties to the original Agreement, prior to the effective date of the amendment.

20. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

21. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

22. Signatures

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

23. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

26. Third-Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

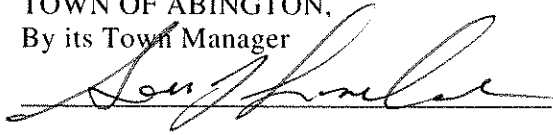
27. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

[Balance of Page Intentionally Blank- Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF ABINGTON,
By its Town Manager

A handwritten signature in cursive script, appearing to read "Don [unclear]", written over a horizontal line.

By its authorized signatory

A handwritten signature in cursive script, appearing to read "V. R.", written over a horizontal line.

757079/ABIN/0001

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):

12/10/21
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:

11/22/20

b. Name of publication:

Abington News

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:

12/1/20

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

a. Date notice(s) mailed:

12/1/2021

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



Name of applicant:

Donald Rodriguez

Name of applicant's authorized representative:

G. R.

Signature of applicant's authorized representative:

G. R.



ATTACHMENT A



ABINGTON NEWS

Abington news for Abington residents



Menu





POSTED NOV. 22, 2021

Notice of Community Outreach Meeting

Regarding Adult Use Marijuana Establishment

Bean Collective LLC.

1431 Bedford Street, Abington, Massachusetts





Place: 1431 Bedford ST. (Main meeting room)

Subject Matter of Meeting: Bean Collective LLC., a Cannabis Delivery Company intends to operate.

Address of our location: 1431 Bedford ST, Abington, MA 02351- South Shore Terminal Unit #2.





Operator License at 1431 Bedford St, pursuant to applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission

Information presented at the community outreach meeting will include:

- The proposed type of Marijuana Establishment to be located at the address
- Information on how we intend to keep the location maintained and secured
- Steps to be taken by the Marijuana Establishment to prevent diversion to minors
- A plan by the Marijuana Establishment to positively impact the community





A copy of this notice is filed with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Abington Town Hall, 500 Gliniewicz Way, Abington, MA, and a copy of the notice was mailed at least seven calendar days to neighbors and abutters who are within 300 feet of the proposed location of Marijuana Establishment.

V/R,

Donald Rodriguez





ATTACHMENT B

**Notice of Community Outreach Meeting
Regarding Adult Use Marijuana Establishment
Bean Collective LLC.
1431 Bedford Street, Abington, Massachusetts**

Time: 7:00 PM

Date: December 10, 2021

Place: 1431 Bedford ST. (Main meeting room)

Subject Matter of Meeting: Bean Collective LLC., a Cannabis Delivery Company intends to operate.

Address of our location: 1431 Bedford ST, Abington, MA 02351- South Shore Terminal Unit #2.

Notice is here given that Bean Collective LLC of 1431 Bedford ST, Abington, Massachusetts will conduct a community outreach meeting on the following matter on **December 10, 2021, at 1431 Bedford St, in the main office at 7:00 P.M.** Bean Collective LLC., intends on applying for a Cannabis Delivery Operator License at 1431 Bedford ST, pursuant to applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission

Information presented at the community outreach meeting will include:

- The proposed type of Marijuana Establishment to be located at the address
- Information on how we intend to keep the location maintained and secured
- Steps to be taken by the Marijuana Establishment to prevent diversion to minors
- A plan by the Marijuana Establishment to positively impact the community
- Information adequate to demonstrate that the facility will not constitute a nuisance as defined by law

Community members are encouraged to ask questions.

A copy of this notice is filed with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Abington Town Hall, 500 Gliniewicz Way, Abington, MA, and a copy of the notice was mailed at least seven calendar days to neighbors and abutters who are within 300 feet of the proposed location of Marijuana Establishment.

V/R,

Donald Rodriguez

A handwritten signature in black ink, appearing to read 'Donald Rodriguez', with a stylized flourish at the end.

CEO

Bean Collective LLC

617.687.9149

ATTACHMENT C

**Notice of Community Outreach Meeting
Regarding Adult Use Marijuana Establishment
Bean Collective LLC.
1431 Bedford Street, Abington, Massachusetts**

Time: 7:00 PM

Date: December 10, 2021

Place: 1431 Bedford ST. (Main meeting room)

Subject Matter of Meeting: Bean Collective LLC., a Cannabis Delivery Company intends to operate.

Address of our location: 1431 Bedford ST, Abington, MA 02351- South Shore Terminal Unit #2.

Notice is here given that Bean Collective LLC of 1431 Bedford ST, Abington, Massachusetts will conduct a community outreach meeting on the following matter on **December 10, 2021, at 1431 Bedford St, in the main office at 7:00 P.M.** Bean Collective LLC., intends on applying for a Cannabis Delivery Operator License at 1431 Bedford ST, pursuant to applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission

Information presented at the community outreach meeting will include:

- The proposed type of Marijuana Establishment to be located at the address
- Information on how we intend to keep the location maintained and secured
- Steps to be taken by the Marijuana Establishment to prevent diversion to minors
- A plan by the Marijuana Establishment to positively impact the community
- Information adequate to demonstrate that the facility will not constitute a nuisance as defined by law

Community members are encouraged to ask questions.

A copy of this notice is filed with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Abington Town Hall, 500 Gliniewicz Way, Abington, MA, and a copy of the notice was mailed at least seven calendar days to neighbors and abutters who are within 300 feet of the proposed location of Marijuana Establishment.

V/R,

Donald Rodriguez



CEO

Bean Collective LLC

617.687.9149

Host Community Agreement Certification Form

Instructions

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

Certification

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

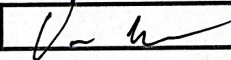
1. Name of applicant:

Bean Collective LLC

2. Name of applicant's authorized representative:

Donald Rodriguez

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Abington

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

Scott J Lambiase



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

Scott J Lambiase

Digitally signed by Scott J Lambiase
Date: 2022.02.23 14:05:38 -05'00'

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

SLambiase@Abingtonma.gov

8. Host community agreement execution date:

9/20/21



BEAN COLLECTIVE, LLC.
PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The Town of Abington has adopted a Zoning Ordinance that provides for all adult use cannabis activity in the Technology Business and Industrial zoning districts as set forth on the Marijuana Overlay District ("MOD"). In accordance with Section 175-24.3, Bean Collective's proposed Marijuana Delivery Operator business, located at 1431 Bedford Street, is in the MOD designated for Marijuana Establishments.

In compliance with Section 175-24.3, the proposed site is not located within 500 feet of an existing public or private K-12 school, a child care facility, library, playground, public park or beach, youth center or similar facility in which minors commonly congregate.

As required by Section 175-24.3, Bean Collective will apply for a Special Permit and Site Plan Approval from the Abington Planning Board and will comply with all conditions and standards set forth in same.

Bean Collective has discussed its Delivery Operator business with town officials, including the planning department, police department and fire department, and has entered into a host community agreement with the Town.

Bean Collective plans to continue to work with all officials from the Town, including civic leaders, Law Enforcement, Fire, and Building Departments, the local Board of Health, Public Education officials, and the community to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

Areas of Disproportionate Impact Positive Impact Plan

Definition: An Area of Disproportionate Impact is a geographic area identified by the Commission for the purposes identified in 935 CMR 500.040 and 500.100, which has had historically high rates of arrest, conviction, and incarceration related to marijuana crimes.

Bean Collective Plan to Positively Impact Areas of Disproportionate Impact

Bean Collective will begin by focusing its efforts on Abington, which is identified by the Commission as an area of disproportionate impact, and the communities in closest geographical proximity to its Abington operations, such as Wareham, Randolph, Taunton and Brockton, that are also areas of disproportionate impact identified by the Commission. Once we have established a cadence for providing meaningful impact to these communities, we intend to expand the program outward in concentric circles. We believe that we do our best work in areas where we have developed a core competency.

Initial Program Offerings

Goals:

1. Bean Collective will leverage its experienced team to assist aspiring applicants in and from areas of disproportionate impact in learning about how to successfully apply for licensure and operate a cannabis business in Massachusetts by hosting at least two free educational workshops per year at its Abington operations. The content covered in these workshops will include, but not be limited to, information on licensing, guidance on filing applications with the Commission, preparation of standard operating policies and procedures and tips on day-to-day operations.
2. Bean Collective will hire at least 30% of its employees from the areas of disproportionate impact listed above.
3. Bean Collective will assist at least one Social Equity applicant per year by providing a grant of \$5,000 after completing our two-week educational workshop. Completion of the workshop will be predicated strictly on attendance and completion of the assigned curriculum. There will be no penalty for non-completion. SE applicant will be given the opportunity to complete any missed days and courses of the workshop.

Programs:

1. In its efforts to promote its educational workshops, Bean Collective will post weekly notices, at least two (2) weeks prior to the workshops, in the Abington Mariner, Wareham Week, Brockton Enterprise and/or the Taunton Daily Gazette, seeking participants and summarizing the information to be presented at the workshop. Bean Collective will also promote its

educational workshops on social media, as permitted, and via its email list. Participation in these educational workshops is expected to be at least 10 individuals.

2. In its efforts to hire at least 30% of its employees from Abington, Wareham, Randolph, Taunton and/or Brockton, Bean Collective will post monthly notices for at least three (3) months during the hiring process at these municipal offices and in the Abington Mariner, Wareham Week, Brockton Enterprise and/or the Taunton Daily Gazette. These notices will state that Bean Collective is looking for employees who are 21+ and live in or are from these areas of disproportionate impact.
3. Regarding its Social Equity Financial Support Program, Bean Collective will assist at least one Social Equity applicant per year by providing a grant of \$5,000 after completing our two-week educational workshop. This financial assistance will be accompanied by mentorship and guidance. Specifically, Bean Collective will solicit applications from Social Equity applicants seeking to form and operate a licensed cannabis business. The application will assess financial need, viability of business plan, and long-term goals of the applicant. Social Equity status will be verified. Selection criteria will prioritize applicants that are most in need of financial assistance and mentorship, applicants that will most benefit from this program, and applicants that document a convincing likelihood of success and likelihood of materially benefiting from this program. Bean Collective will choose an applicant by a vote of the Managers. Bean Collective will provide regular mentorship and advice as the applicant develops a business plan, applies for a license, and commences operations

Measurements:

1. Bean Collective will keep a record of the date and subject matter of educational workshops it holds annually and will keep a record of the number of individuals from areas of disproportionate impact that attend.
2. Bean Collective will identify the number of individuals hired who either live in or state that they are originally from one of the areas of disproportionate impact and will this number will be reviewed every six (6) months in order to ensure the percentage hired fall within the goal.
3. Bean Collective will record all low interest loans, or the like, made to Social Equity participants and will keep detailed records of each Social Equity participant's progress through final licensure and beyond.

Bean Collective affirmatively states that it: 1) acknowledges and is aware of, 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; 2) any actions taken, or programs instituted, will not violate the Commission's regulations with regard to limitations on ownership or control or other applicable state laws; and 3) Bean Collective will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.

OPERATING AGREEMENT
OF
BEAN COLLECTIVE, LLC DATED DECEMBER 1, 2021
A Massachusetts Limited Liability Company

OPERATING AGREEMENT OF BEAN COLLECTIVE, LLC

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**OPERATING AGREEMENT
OF
BEAN COLLECTIVE, LLC**

This Operating Agreement ("*Agreement*") of Bean Collective, LLC, a Massachusetts limited liability company ("*Company*"), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective as of October 7, 2021, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE ONE
ORGANIZATIONAL MATTERS**

Section 1.01 Company Formation

The Company became a limited liability company under the Massachusetts Limited Liability Company Act with the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth as required by Massachusetts on December 3, 2018.

Section 1.02 Company Name

The name of the Company is Bean Collective, LLC. The Board of Managers may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company Purpose

The Company is engaged in the business of securing a Delivery license from the Massachusetts Cannabis Control Commission (the "*Commission*") to conduct direct to consumer cannabis deliveries, and upon securing that license, expects to amend its Certificate of Organization to allow it "to engage in the sale, manufacturing, processing, or cultivation of marijuana or any of the related regulated products; and to conduct and any other lawful business, trade, profession, purpose or activity pursuant to the Massachusetts Limited Liability Company Act and any other Laws of the Commonwealth."

Section 1.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 63 COBURN ST. LOWELL, MA 01852 USA. Said address may be changed by vote of the Members.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is UNITED STATES CORPORATION AGENTS, INC., 101 BILLERICA AVE., BLDG. 5, SUITE 204, North Billerica, MA 01862. Said Agent may be changed by a vote of the members.

Section 1.06 Company Term

The duration of the Company is perpetual and will continue until terminated or dissolved as provided in this Agreement.

Section 1.07 No Partnership Intended for Non-Tax Purposes

The Members have formed the Company as a limited liability company under the Act and do not intend to form a partnership under any partnership or limited partnership act. The Members do

not intend to be partners with each other or with any Third Party other than for federal and state income tax purposes. If any Member represents to another person that the Member or any other Member is a partner or that the Company is a partnership, the Member making the wrongful representation will be liable to any other Member who incurs personal liability because of the erroneous representation.

ARTICLE TWO TAX MATTERS

Section 2.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Shares and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K. The Members agree to convert to be taxed as a C Corporation prior to the commencement of operations.

Section 2.02 Company Representative

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 ("*Company Representative*"). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. The Manager shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative must obtain the approval of the majority of the outstanding voting shares before taking any binding action in connection with any Internal Revenue Service proceeding. Upon obtaining this approval, the Company Representative may:

1. determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;
2. determine whether to elect out of partnership-level treatment under Code Section 6221(b)
3. select the forum for any tax disputes involving the Company; and
4. extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate

to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Section 2.03 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 2.04 Tax Elections

The voting Members and the Manager have the authority to make all Company elections for federal, state, and local income tax matters permitted under the Code as provided in this agreement. Each Member consents to any election and shall sign any documentation necessary to give effect to any elections.

Section 2.05 Changing Tax Classification

Any decision to change the tax classification of the Company from partnership to a corporation requires approval in accordance with this agreement.

Section 2.06 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

**ARTICLE THREE
MEMBER SHARES**

Section 3.01 Members' Interest in the Company

The ownership interest in the Company is represented in Shares, which are divided into three (3) distinct ownership classes. The three (3) classes are composed of Class A Shares, Class B Shares, Class C Shares. Each class has a different right to the distributions earnings and liquidation proceeds of the Company as set forth in this Article Three and in Article Seven.

Section 3.02 Authorization and Issuance of Class A Shares

Subject to compliance with this agreement, the Class A Managers are Authorized to issue 7098 Class A Shares. The Class A Members have the exclusive right to nominate and elect the Class A Managers as set forth in Article Eight. The Class A Managers have the exclusive right to admit additional Class A Members that must be approved by a Majority Vote of the Class A Shares. Until such time Members exercise their warrants to buy more shares, the voting power of said shares shall be controlled by the Member holding the the largest number of all outstanding shares.

Section 3.03 Authorization and Issuance of Class B Shares

Subject to compliance with this agreement the Class B Manager is Authorized to issue up to 2000 Class B Shares. The total outstanding Class B Shares represents 20% of the membership interest of the Company including the rights to receive 20% of all earnings and liquidation distributions. The Class B Shares are non-dilutable versus the other equity classes and this Section 3.03 can only be amended with the unanimous consent of the Class B Members. The Class B Shares have the right to nominate and elect the Class B Manager as set forth in Article Eight.

Section 3.04 Authorization and Issuance of Class C Shares

Subject to compliance with this agreement, the Class A Managers are Authorized to issue 902 Class C Shares. The Class C Members do not have the right to vote in the election of Managers to the Company's Board of Manager.

Section 3.05 Schedule of Members

The Manager shall maintain a schedule of all Members and the amount and class of Shares held by them ("*Schedule of Members*"). The Manager shall update the Schedule of Members upon the issuance or transfer of any Shares to any new or existing Member.

Section 3.06 Valuing Company and Shares

Unless otherwise agreed to by all parties, for all purposes of this Agreement, the value of the Company as an entity and of Shares will be their respective Fair Market Values. The Managers shall establish a Share price annually (not later than May 15th for the prior December 31) and submit the proposed value to the Board, who will have the authority to review, approve, and ratify the Share value. Once ratified, that value shall serve as the Share value until superceded by an updated ratified Share value (and shall be the Share's Fair Market Value). In the event of an inability to establish and approve a per Share value, any dispute, contest, or issue of Fair Market Value will be resolved by a written Qualified Appraisal by a Qualified Appraiser.

Section 3.07 Adjustment for Non-Pro Rata Contributions and Distributions

Shares will be adjusted from time-to-time to account for *non-pro rata* additional Capital Contributions by the Members. If *non-pro rata* Capital Contributions are made, the adjustment to each Member's Shares will be determined by dividing the Capital Account of each Member by the aggregate of the then existing Capital Accounts, after adjusting the Members' Capital Accounts as provided in this agreement. The Company may adjust each Member's Shares or issue new Shares as necessary to reflect the adjustment. If the Company has more than one class of Shares, the adjustments described in this Section shall be separately computed within each class of Shares.

To determine the respective voting rights of the Members, adjustments to Voting Shares of the Members resulting from *non-pro rata* Capital Contributions will be effective the first day of the month immediately following the date of the Capital Contribution.

Section 3.08 Admitting New Members

Additional Members may be admitted when the Company issues new Shares in accordance with this agreement or a Member transfers its Shares to the new Member, subject to the restrictions set forth in Article Fourteen. A person or entity will be admitted as an Additional Member, listed on the Company's books, and issued the Shares. The Board of Managers shall adjust the Capital Accounts of the Members as necessary under this agreement.

The Board of Managers may adopt and revise rules, conventions, and procedures as the Board of determine appropriate regarding the admission of Additional Members to reflect the Shares at the end of the calendar year in accordance with the Members' intentions, provided, however that any changes must be consistent with this agreement.

Section 3.09 Transferability of Shares

The transferability of each Member's Shares is restricted by this agreement.

ARTICLE FOUR CAPITALIZATION

Section 4.01 Membership and Voting Rights

Ownership of the Company, at its founding, shall not require capital contribution. Voting rights shall be determined by equity shares, not based on capital contribution.

Section 4.02 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members have contributed all their rights, title, and interest in and to the property described on the Members' Member Subscription Agreements.

Section 4.03 Documenting Additional Capital Contributions

After any Member makes a Capital Contribution other than those described in this agreement, the Company shall promptly file one or more documents in its records showing that the Member has made the Capital Contribution. These documents may include photocopies of canceled checks, documentary evidence of bank transfers, or photocopies of executed bills of assignment.

Section 4.04 Valuation of Contributions

The Fair Market Value of any property other than cash or publicly-traded securities to be contributed as a Capital Contribution will be as determined by the Board of at the time of the Capital Contribution. If the contributing Member and a Majority Vote of the Members fail to agree, the Board may, at its sole discretion, decline the contribution, or a disinterested Qualified Appraiser selected by the Board of Managers may determine the Fair Market Value of any contributed property.

Section 4.05 Voluntary Additional Capital Contributions

The Members may make voluntary Capital Contributions to the Company. Any voluntary Capital Contribution must be *pro rata*, based upon the respective Shares of the Members, unless otherwise agreed by a Majority Vote of the Members. Consent to a *non pro rata* Capital Contribution must be in writing.

Section 4.06 Mandatory Additional Capital Contributions Prohibited

The Board of Managers have no authority to require additional Capital Contributions.

Section 4.07 No Mandatory Loans

The Board of Managers have no authority to require any Member to make loans of additional capital to the Company.

ARTICLE FIVE CAPITAL ACCOUNTS

Section 5.01 Pre-operation Capital Maintainence

Until such times as the Company commences operations, Company may accept and account for all capital contributions in a single capital account, in lieu of maintaining separate Member Capital Accounts, so long as a separate ledger is maintained by the Company for every Member's capital

contributions, and all expenditures are tracked. There shall also be a master ledger for the account, tracking all Members' contributions and how they are spent. The purpose of maintaining a single capital account for the pre-operational phase is efficiency and to minimize bank fees and paperwork.

Section 5.02 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's operations in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

(a) Credits to Member's Shares

Each Member's Shares will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Shares

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Board of Managers shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Board of Managers shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Shares

If an existing or new Member acquires Shares from the Company, the Board of Managers shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 5.03 Adjustment for Company's Constructive Termination

If the Company is constructively terminated under Code Section 708, the Board of Managers shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

Section 5.04 Revaluation Adjustment

The Board of Managers shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment, as established at the sole discretion of Members with approval by the Board.

(b) Adjustment for Unrealized Items

The Board of Managers shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for Shares, a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for Shares, or the termination of the Company for federal income tax purposes within the meaning of Code Section 708(b)(1)(B).

Section 5.05 No Interest or Return of Capital

Despite any other provision of this Agreement, no Member is entitled to any interest on its Capital Account or Shares or on the Member's Capital Contribution. No Member may demand or receive the return of all or any portion of the Member's Capital Account, Shares, or Capital Contribution.

Section 5.06 Power to Modify Capital Account Provisions

If, in the Board of Managers's reasonable judgment, the modification is not likely to have a material effect on the amounts distributable to any Member under this Agreement, the Board of Managers may modify the way the Capital Accounts are computed to comply with Treasury Regulation Section 1.704-1(b). The Board of Managers shall make all necessary and appropriate adjustments to maintain equality between the Members' Capital Accounts and the amount of Company Capital reflected on the Company's balance sheet as computed for book purposes under Treasury Regulation Section 1.704-1(b)(2)(iv)(g), relating to adjustments to Book Value.

Section 5.07 Negative Capital Accounts

If the Company or a Member's Shares are liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 5.08 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Shares are assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Shares. If the assignment of Shares causes a termination of the Company

under Code Section 708(b)(1)(B), the Capital Account that carries over to the Assignee will be adjusted according to Treasury Regulation Section 1.704-1(b)(2)(iv)(e).

Section 5.09 Treatment of Loans from Members

Loans by any Member to the Company are not Capital Contributions and do not affect the maintenance of the Member's Capital Account.

ARTICLE SIX ALLOCATIONS

Section 6.01 No Allocation Action Required Until Operations Commence

Notwithstanding anything in this section, no action shall be required of the Members or Board, with respect to allocations, including profits and losses, until such time as the Company becomes operational. Requests for refunds of capital contributions, prior to operations, shall be handled on a case-by-case basis. Company is not required to make such a refund.

Section 6.02 Allocating Net Profits

After making the allocations set forth in Section 6.04, the Company shall allocate all net profits as follows:

(a) First Allocation of Net Profits

First, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.03(c) until each Member has been allocated net profits under this Section 6.02(a) equal to the amount of net losses previously allocated to each Member under Section 6.03(c).

(b) Second Allocation of Net Profits

Second, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.03(b) until each Member has been allocated net profits under this Section 6.02(b) equal to the amount of net losses previously allocated to each Member under Section 6.03(b).

(c) Third Allocation of Net Profits

Third, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.03(a) until each Member has been allocated net profits under this Subsection Section 6.02(c) equal to the amount of net losses previously allocated to each Member under Section 6.03(a).

(d) Residuary Allocation of Net Profits

Thereafter, to the Members in proportion to their Shares.

Section 6.03 Allocating Net Losses

After making the allocations set forth in Section 6.04, the Company shall allocate all net losses as follows:

(a) First Allocation of Net Losses

First, to the Members in proportion and to the extent that the amount of net profits allocated to the Members under Section 6.02(c) and Section 6.02(d) exceeds the

distributions received by the Members under Article Seven plus the net losses previously allocated to the Members under this Section 6.03(a).

(b) Second Allocation of Net Losses

Second, to the Members in accordance with the positive balances in their Capital Accounts until the Capital Account of each Member is reduced to zero.

(c) Residuary Allocation of Net Losses

Thereafter, to the Members in proportion to their Shares.

Section 6.04 Special and Regulatory Allocations

The Board of Managers shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 6.03 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Shares.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Board of Managers shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Board of Managers adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Board of Managers shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

(c) Member Non-Recourse Deduction Allocations

The Board of Managers shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Board of Managers shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Board of Managers shall determine any deficit in each Member's

Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Board of Managers compute and account for Company Minimum-Gain Chargeback above, the Board of Managers shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Board of Managers shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Board of Managers shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Board of Managers shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Board of Managers shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Shares, the Board of Managers shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Shares were liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis)

or loss (if the adjustment decreases the asset's basis). The Board of Managers shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Board of Managers shall allocate gain or loss as required for Capital Account purposes. The Board of Managers shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Board of Managers shall allocate net profits and net losses in a manner consistent with: the requirements for distributions of cash described elsewhere in this Agreement; the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below; and the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

(m) The allocations could be inconsistent with the Members' intentions.

Accordingly, the Board of Managers is authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Board of Managers determine that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Board of Managers may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 6.05 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss. This determination of net profits and net losses includes the following items:

- (a)** any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing taxable income or loss under this Article;
- (b)** any expenditures of the Company described in Code Section 705(a)(2)(B) relating to nondeductible expenses that are not otherwise taken into account in computing taxable income or loss, and

- (c) if any Company asset's value is adjusted, the amount of the adjustment will be taken into account as gain or loss from the disposition of the asset.

Any other items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 6.06 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Board of Managers shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Five and Article Six. If any Company property is distributed to the Members in kind, then, for purposes of reflecting the allocation of gain or loss from liquidation in the Members' Capital Accounts, the Company shall make a book adjustment with respect to the property distributed in kind as provided in the Treasury Regulations under Code Section 704(b).

Section 6.07 Change for Legal Compliance

The Board of Managers may change the allocation provisions of this Section if the Company's legal counsel advises the Company that this change is required under the Code based on the manner in which the Members have agreed to bear losses and to share profits and distributions under this Agreement.

ARTICLE SEVEN DISTRIBUTIONS

Section 7.01 No Distribution Action Required Until Operations Commence

Notwithstanding anything in this section, no action shall be required of the Members or Board, with respect to distributions, including profits and losses, until such time as the Company becomes operational. Requests for refunds of capital contributions, prior to operations, shall be considered distributions and shall be handled on a case-by-case basis. Company is not required to make such a refund if the capital has been spent.

Section 7.02 Distributions to Members

Subject to Section 7.03 and after setting aside any reserves, the Board of Managers shall distribute all cash funds that the Company receives from operations or any other source or releases from reserves for distribution to the members on a quarterly basis, unless otherwise limited by this Agreement.

Section 7.03 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

Section 7.04 Distribution for Taxes

The Board of Managers shall use Best Efforts to distribute cash to each Member in proportion to and to the extent of the Member's Quarterly Estimated Tax Amount for the applicable calendar quarter ("*Tax Advance*"). The Tax Advance must be distributed at least five days before each date

the quarterly installments of estimated tax prescribed by the Code for a calendar-year corporation to pay. The Company's obligation to distribute the Tax Advance will be subject to any restrictions in any then applicable debt-financing arrangements of the Company and subject to the Board of Managers's sole discretion to retain any other amounts necessary to satisfy the Company's obligations.

Section 7.05 Additional Distribution for Shortfall Amount

Any time after the final Quarterly Estimated Tax Amount has been distributed with respect to any Taxable Year, if the aggregate Tax Advances to any Member with respect to the Taxable Year are less than the Member's Tax Amount for the Taxable Year (*Shortfall Amount*), the Company shall use Best Efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use Best Efforts to distribute Shortfall Amounts with respect to a Taxable Year before the seventy-fifth day of the next succeeding Taxable Year. If the Company has made distributions the Company may apply these distributions to reduce any Shortfall Amount.

Section 7.06 Offset for Excess Amount

If the aggregate Tax Advances made to any Member for any Taxable Year exceed the Member's Tax Amount (*"Excess Amount"*), the Excess Amount reduces subsequent Tax Advances that would be made to the Member, except to the extent taken into account as an advance under Section 7.07.

Section 7.07 Distributions for Taxes Treated as Advances

For purposes of this Agreement, any distributions made under this Article Seven are treated as advances on distributions under Section 7.01. These distributions reduce, dollar-for-dollar, the amount otherwise distributable to the Member under Section 7.01 and Article Fifteen.

Section 7.08 In-Kind Distributions

The Board of Managers may make in-kind distributions to the Members in the form of securities or other noncash property held by the Company. In any in-kind distribution, the securities or property will be distributed among the Members in the same proportion and priority as the distribution's Fair Market Value cash equivalent. Before making an in-kind distribution, the Board of Managers must adjust the Members' Shares to account for any difference between the established Fair Market Value and the Book Value of the in-kind property.

Any distribution of securities is subject to the conditions and restrictions the Board of Managers require to ensure compliance with Applicable Law. The Board of Managers may require the Members to sign and deliver documents the Board of Managers determine are necessary to comply with all federal and state securities laws that apply to the distribution and to any further transfer of the distributed securities. The Board of Managers may appropriately legend the certificates that represent the securities to reflect any restriction on transfer with respect to these laws.

Section 7.09 No Interest or Demand Rights

All distributions will be made under this Article or Section 15.03(c). Except as specifically set forth in this Article, no Member may demand distributions. If a Member does not withdraw all or any portion of the Member's share of any cash distribution, the Member will not receive any interest on the unwithdrawn amount unless all Members agree.

Section 7.10 Return of Distribution

Any distribution made to the Members will be considered to comply with Applicable Law if the distribution is made from available assets of the Company. If a court of competent jurisdiction finds that a distribution violates Applicable Law and the request for return of the distribution is approved by a Majority Vote of the Members, the Members must return their respective share of that distribution. The Company's creditors are deemed to have notice of the provisions of this Article and of the fact that Members are not required to return a distribution unless the request for return of the distribution has been approved by a Majority Vote of the Members.

ARTICLE EIGHT COMPANY MANAGEMENT

Section 8.01 Pre-Operational Management

(a) Streamlined Decisions

In recognition of company's need to be nimble during the pre-operational phase, a streamlined management system shall govern the company until such time as operations commence. The Company and Members shall not be required to set up the anticipated operational management infrastructure and designations, until the company is operational, but may at its election convert to the non-streamlined structure at any time prior, with an agreement by a majority of Member votes.

(b) Day to day decision making

During the pre-operational phase, day-to-day decisionmaking shall be left to Members in their agreed-upon Company roles, subject to the override of the CEO, and consistent with Members' fiduciary duty to the Company as outlined in Section 8.12. No expenditure or receipt of payment shall be made without express approval of the CEO. During this pre-operational phase the Member roles shall be as follows, within the generally accepted meaning of the terms:

- (i) Chief Executive Officer (CEO): Donald Rodriguez**

(c) Major Decisions

For major decisions in the pre-operational phase, including but not limited to taking on new Members, locating, and other strategic decisions, shall be voted on by the Members, with each Member wielding a number of votes in proportion to their equity in the company. No vote shall be held unless all voting members have been given notice. Only present members may cast votes. For purposes of this section "present" may mean physically present, present by phone, present by video conference, or present by proxy. In cases of proxy voting, the Member shall furnish Company Counsel with written authorization that their vote be done by proxy, at least 24 hours prior to the vote. All members shall be given notice by Company of scheduled votes not later than 48 hours prior to voting, unless the Member elects to waive the 48 hours. Such notice to Members can be written, oral, or electronic.

(d) Documenting Votes

Any time Members vote during a pre-operational phase, votes shall be recorded and maintained by the Company. However, in the interest of efficiency, Company and Members shall not be required to hold votes in any formal manner, and voice votes are acceptable. During the pre-Operational phase, Company need not maintain the minutes of any meetings. In meetings

where voting takes place, the following information must be recorded by the Company, at minimum:

- (i) Members present for the vote;
- (ii) Topic of the vote;
- (iii) The votes themselves;
- (iv) The outcome of the vote;
- (v) The date of the vote;

Section 8.02 Management by the Managers

After the pre-operational phase, the Company is managed by the Company's Board of Managers consisting of two (2) Class A Managers and one (1) Class B Manager. The Board of Managers shall manage and administer the Company's property and perform all other duties prescribed for a Manager by the Act. The Board of Managers may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Board of Managers have the exclusive authority to manage the operations and affairs of the Company, subject in all cases to the requirements of Applicable Law.

Section 8.03 Electing the Board of Managers

The Class A Managers of the Company, subject in all cases to the requirements of Applicable Law shall be elected by the Class A Members by a Majority Vote of the Class A Shares. The Class B Manager shall be appointed by the Class B Member.

Section 8.04 Voluntary Resignation of Manager

Subject to any contract between the Company and the Manager, any Manager may resign at any time by giving written notice to the Members. A resignation takes effect on the date the notice is received or later if specified in the resignation notice. Unless otherwise specified, the resignation need not be accepted to make the Manager's resignation effective. A Manager's resignation does not prejudice the Company's rights under any contract to which the Manager is a party on behalf of the Company.

Section 8.05 Manager Removal

The Class A Managers may be removed as Manager with or without Cause by a Majority Vote of the Class A Shares. The Class B Manager can be removed by the Class B Member.

Section 8.06 Bankruptcy Not Considered an Act of Withdrawal by Manager

A Manager will not be considered to have resigned and withdrawn as a Manager of the Company on the sole basis that the Manager becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding.

Section 8.07 Revocation of Charter Not Considered an Act of Withdrawal

Despite any provision in the Act, the revocation of an entity Manager's charter will not be considered an act of resignation or withdrawal by the entity serving as a Manager, regardless of whether the entity Manager is provided with notice or whether the entity Manager's charter is subsequently reinstated.

Section 8.08 Bond, Compensation, and Expenses of Manager

Except to the extent required by Applicable Law, no Manager is required to furnish bond or other security in order to serve as Manager. The Manager is entitled to reimbursement for reasonable

costs and expenses incurred in conducting the business of the Company.

Section 8.09 Board of Manager's Responsibility to File Necessary Forms

The Board of Managers shall take all action necessary to assure prompt and timely filing of any amendments to the Certificate of Organization according to this Agreement and all required state and federal tax returns, reports, and forms.

Section 8.10 No Employment Rights Conferred

Nothing in this Agreement confers upon any Manager any right to employment or continuation of employment with the Company. If a Manager is or becomes an at-will employee of the Company, nothing in this Agreement interferes in any way with the right of the Company to terminate the Manager's at-will employment at any time. Nothing in this Agreement creates any employment agreement with any Manager.

Section 8.11 Extent and Scope of Manager's Services

Each Manager shall adequately promote the interest of the Company and the Members and shall commit the necessary time and effort to do so. A Manager is not required to devote full-time hours to Company business.

Section 8.12 Manager's Fiduciary Duties

Each Manager owes to the Company the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Manager's duty of loyalty includes the duties:

- i) to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's activities, from a use of the Company's property by the Manager, or from the appropriation of a Company business opportunity; and
- ii) to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(b) Duty of Care

- i) Subject to Section 16.01 and Section 16.02, a Manager's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Manager shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Manager does not violate a duty or obligation under this Agreement merely because the Manager's conduct furthers the Manager's own interest. If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on the Member, the Member is treated as the Manager under this Section with respect to that responsibility.

Section 8.13 No Personal Liability for Capital Contributions

No Manager is personally liable for the return of any portion of any Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

Section 8.14 Manager's Power to Amend

The Board of Managers may, without the consent of the Members, amend any provision of this Agreement or the Certificate of Organization and prepare and deliver any documents to the extent necessary to reflect:

- (a) a change in the Company's name or its principal office location;
- (b) a change that the Board of Managers determines necessary or advantageous to qualify or to maintain qualification as a limited liability company or a company in which the Members have limited liability under the laws of any jurisdiction, or to ensure that the tax treatment of the Company does not change except as otherwise provided in this Agreement;

Section 8.15 Delegation to Agents and Others

The Board of Managers may employ agents, employees, accountants, attorneys, consultants, and other persons necessary or appropriate to carry out the business and affairs of the Company, whether or not the person or persons are Affiliates or are employed by an Affiliate.

The Board of Managers may direct the Company to pay reasonable expenses such as fees, costs, salaries, wages, and other compensation as the Board of Managers determine to be appropriate as a Company expense. These expenses may include payment or reimbursement for all fees, costs, and expenses incurred in the Company's formation and organization.

The Board of Managers may delegate management functions to any corporation, partnership, limited liability company, or other entity qualified to manage the property and to conduct the business activities of the Company. Delegation of management powers does not relieve a Manager from personal liability for management decisions and operations of the Company.

Section 8.16 Appointment of Officers

The Board of Managers may appoint officers and define their function and authority. Any appointment and delegation of function or authority must be in writing and kept with the Company records.

(a) Officers

Officers of the Company may include a Chief Executive Officer, a President, a Chief Operating Officer, a Chief Financial Officer, a Chief Administrative Officer, and other officers as the Board of Managers may determine. Any individual may hold any number of offices. The officers shall exercise the powers and perform the duties specified in this Agreement and as the Board of Managers determine from time-to-time.

(b) Chief Executive Officer

Subject to the Board of Managers's control, the Chief Executive Officer has general and active management of the Company's business and shall see that all orders and resolutions of the Board of Managers is carried into effect. The Chief Executive Officer has the general powers and duties of management usually vested in the office of Chief Executive Officer of a corporation and other powers and duties as may be prescribed by the Board of Managers or this Agreement. The Chief Executive Officer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except if required or permitted by Applicable Law to be otherwise executed, and except

if the execution is expressly delegated by the Board of Managers to some other officer or agent of the Company. If the Board of Managers has not appointed a CEO, then the Board of Managers will operate in this capacity.

(c) President

Subject to the Board of Managers' control, the President has general and active management of the Company's business and shall see that all orders and resolutions of the Board of Managers is carried into effect. The President has the general powers and duties of management usually vested in the office of President of a corporation and other powers and duties as may be prescribed by the Board of Managers or this Agreement.

(d) Director of Operations

During the absence or incapacity of the Chief Executive Officer as determined by the Board, the Director of Operations in order of seniority of election shall perform the duties of the Chief Executive Officer unless otherwise determined by the Board. When acting as Director of Operations has all the powers, is subject to all the responsibilities of the office of Chief Executive Officer other powers and duties as may be prescribed by the Board or this Agreement. If the Board have not appointed a Director of Operations, then the Board will operate in this capacity.

(e) Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts, and Shares. The Chief Financial Officer has custody of the Company's funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company. The Chief Financial Officer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in the depositories designated by the Board of Managers. The Chief Financial Officer shall disburse the Company's funds as ordered by the Board of Managers. The Chief Financial Officer shall perform other duties and have other responsibility and authority as may be prescribed elsewhere in this Agreement or from time-to-time as determined by the Board of Managers. The Chief Financial Officer has the general duties, powers, and responsibilities of a Chief Financial Officer of a corporation, and is the Company's chief financial and accounting officer. If the Board of Managers have not appointed a CFO, then the Board of Managers will operate in this capacity.

(f) Chief Administrative Officer

The Chief Administrative Officer has the general powers and duties of management usually vested in the office of Clerk of a corporation and other powers and duties as may be prescribed by the Board or this Agreement.

The Chief Administrative Officer shall attend Company meetings at the Members' request and shall record all the proceedings of the meeting in a book kept for that purpose. The Chief Administrative Officer shall perform like duties when required. The Chief Administrative Officer shall give notice or cause notice to be given of all Company

meetings. The Chief Administrative Officer has custody of the Company's seal, if any, and the Chief Administrative Officer has authority to affix the seal to any instrument requiring it and attest the seal by his or her signature. The Chief Administrative Officer shall keep or cause to be kept all documents described in Article Twelve and such other documents as may be required by Applicable Law. These documents must be kept at the principal office or at the office of the Company's transfer agent or registrar, as determined by the Members. The Chief Administrative Officer shall perform other duties and have other authority as may be prescribed elsewhere in this Agreement or from time-to-time as determined by the Board of Managers. The Chief Administrative Officer has the general powers and responsibilities of a secretary of a corporation.

Section 8.17 Removal and Resignation of Officers

Subject to the rights an officer may have under an employment contract, the Board of Managers may remove an officer at any time, with or without Cause. Any officer may resign at any time by giving written notice to the Company. Any resignation takes effect on the date of the receipt of the notice or later time if specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. A resignation is without prejudice to any rights of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause must be filled by the Board of Managers.

Section 8.18 Manager and Officer's Compensation Requires Unanimous Consent

All compensation paid to the Officers and Managers of the Company requires unanimous written consent of all of the Board of Managers.

Section 8.19 Board of Managers's Agency Authority

The Board of Managers by Majority Vote have the authority to bind the Company in contracts and other dealings with Third Parties except when the vote of the Members is required under this Agreement.

ARTICLE NINE MEMBER RIGHTS AND OBLIGATIONS

Section 9.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not personally obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise. No Member will be required to contribute capital to the Company for the payment of any losses or for any other purposes.

Section 9.02 No Right to Participate in Management

Except as expressly provided in this Agreement, no Member may participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever. A Member may exercise any power authorized by the Act that a Member may exercise without being considered to be taking part in the control of the Company's business.

Section 9.03 Members' Fiduciary Duty

Each Founding Member, and Employee Member acknowledges a fiduciary duty of the utmost good faith, trust, confidence and absolute loyalty to the remaining Members and to the Company.

This imposition of a higher duty than that imposed on stockholders in publicly traded corporations reflects both the lack of a ready market for close enterprise shares and the reliance by close enterprise owners on one another for the success of the enterprise.

Section 9.04 Member's Agency Authority

No individual Member has the right or authority to bind the Company in contracts and other dealings with Third Parties, regardless of whether the contracts and other dealings occur in the ordinary course of the Company's business, without a vote of the Members except as provided in Article Ten. No individual Member may make any representation concerning the Company that is likely to have a material impact on the Company's business or reputation.

Section 9.05 Transfer of Company Assets

A Member may not transfer legal or beneficial title to Company property except to the extent permitted by the laws of the Commonwealth of Massachusetts relating to the winding up of the Company in the absence of a qualified Manager. Any Member who acts in that capacity may do so only after first submitting an affidavit of fact stating the conditions under which the Member serves. Any affidavit prepared according to this provision must be kept with the Company's records.

Section 9.06 Restrictions on Withdrawal or Dissociation Rights

A person will remain a Member as long as that person holds any Shares in the Company. As long as a Member continues to hold any Shares, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act. A Member's withdrawal, dissociation, resignation or attempted withdrawal, dissociation, or resignation before the Company's dissolution or winding up is null and void *ab initio*.

Section 9.07 Withdrawal or Dissociation by Agreement

If a Member wishes to withdraw, and the remaining voting Members agree to said withdraw, said withdrawal may take place. Said withdrawal may be effectuated by a vote of remaining members, and a written statement of withdrawal from the withdrawing member. If said member does not furnish such a letter, but his agreement has been reached orally, and letter from Counsel to the withdrawing member, indicating that they have withdrawn as a member by agreement shall suffice to effectuate said withdrawal. A withdrawing member shall have 10 days to furnish written notice to Company Counsel, if they wish to dispute the withdrawal or its terms. If no such letter is sent by the withdrawing member within said 10 days, they shall forfeit the right to contest their withdrawal. If the withdrawing member wishes to file legal action to dispute the withdrawal, they must do so within 30 days of receiving notice.

Section 9.08 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

Section 9.09 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly

waives any right to have any Company property partitioned.

Section 9.10 Company's Right to Repurchase Shares (Call Provision)

The Company has a continuing automatic right to repurchase Shares from any Member at a price calculated in Section 9.10, when and if:

- (a) The Member is an Employee and their employment relationship with the Company is terminated;
- (b) The Member violates an incurable provision of this Agreement;
- (c) The Member attempts to sell or sells some or all of their Shares in conflict with the terms of this Agreement;
- (d) The Member attempts to pledge or pledges (or otherwise allows a voluntary or involuntary lien against) some or all of their Shares in conflict with the terms of this Agreement; or
- (e) The Member is convicted of a crime that has a material adverse impact upon the Member's reputation or performs an act of moral turpitude.
- (f) If the Member or employee is required to be a Registered Agent with the Cannabis Control Commission, and they are unable to maintain or obtain that designation;
- (g) The Member or employee becomes unfit to work at a Cannabis Company, as determined by the Cannabis Control Commission;

In such event, the Company shall have the continuing option to repurchase from said Member, which term shall include all of said Member's heirs, estate, devisees, executor, administrator, personal.

Section 9.11 Repurchase Price

Shares may only be sold or transferred with prior approval of a super-majority of the Managers to a purchaser approved by a super-majority of the Managers, in said Managers' sole and absolute discretion. The Company shall enjoy a right of first review and right of final refusal as to any Share sales. The Company's right of purchase shall be at the then current Ratified Share Price (unless a lower price was offered by the selling Member or the Shares are subject to Repurchase Price Vesting). As to any approved third-party sale of Shares, the Company shall be entitled to copies of any and all transaction documents for its records.

Shares may not be transferred in any manner or to any party that might violate any of the Company's then existing qualifications including any so-called S-election for pass-through tax treatment if then applicable.

In addition to any other limitation on transfer created by applicable securities laws, a Member shall not assign, encumber or dispose of any interest in the Shares except in compliance with the provisions of this Agreement. Any approved transferees of Shares or any interest therein will receive and hold such Shares subject to the provisions of this Agreement. Any sale, transfer or pledge of the Shares shall be void unless the provisions of this Agreement are satisfied.

Shares are highly restricted, not freely tradeable, and Membership is subject to approval by the Company via a super-majority of the Managers in its sole and absolute discretion.

Section 9.12 Notice by Member of Desire or Intent to sell Shares

A Member intending to sell some or all their Shares shall give written notice to the Company addressed to two or more Managers of their desire to sell all or a portion of the Member's Shares. The notice shall contain the number of Shares the Member seeks to sell and a confirmation as to any Shares the Member shall retain. Within thirty (30) business days of receipt of the selling Member's notice, the Company will decide whether to either accept the selling Member's proposed sale or allow the Member to introduce a new prospective member to the Company, for review and approval of that candidate as a Member in the sole and absolute discretion of a super-majority of the Managers which need not be reasonably applied.

If a closing is to be scheduled, it shall take place within ninety (90) days of a final agreement of terms.

Section 9.13 Payment for Shares Purchased by the Company

In the event of a Share repurchase by the Company, except for death of a Member covered by an insurance policy favoring the Company, the Company shall pay the Member (or their legal representative) a deposit equal to twenty (20%) percent of the Share repurchase price with a balance due under a five-year note with interest accruing thereon at the fixed rate per annum equal to the Federal Funds Rate in effect at closing plus 50 basis points (or if higher, the minimum rate required for such transactions pursuant to the Internal Revenue Code of 1986, as amended from time to time).

The note will provide that payments therein are subordinate to the normal operating and contractual expenses of the Company including basic salary, tax distributions, 80% distributions payable to Investors. The note payments will not be subordinate to dividends, deferred compensation, or regular distributions. In the event of a cash flow shortfall, the priority of payments will be first to those existing and outstanding notes having the shortest remaining term.

If the repurchase is pursuant to the death or disability of a Member covered by a Company-owned life or disability insurance policy, the Company shall have the right to not make payment until the pertinent insurance proceeds have been received by the Company and the executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the Disabled Member or the Member's estate has properly qualified to act, or, if no executor, administrator or personal representative qualifies, until the Company has received satisfactory evidence concerning the proper persons to whom payment should be made

Section 9.14 Mid-year Share Sales – Tax Treatment

(a) In the event a Member enters into a single transaction to sell all of his or her Shares, all Members agree and consent to a Sec. 1377(a)(2) election whereby the Company shall close the books as of the date of the sale transaction for purposes of allocating income or loss to an exiting Member.

For illustration purposes only: Assuming a Member disposes of all Shares owned effective May 31, then the Company shall close its books on May 31st and allocate to each Member their proportional share of income and losses (which will be reported on the K-1 forms for that tax year) for the partial year of Jan 01 through May 31, and a proportional share of income and losses to the remaining Members for the remainder of the year (Jun 01 through Dec 31).

(b) In the event a Member enters into a transaction to (i) dispose of twenty percent (20%) or more of the Company's Shares; (ii) redeem twenty percent (20%) or more of the Company's Shares; or (iii) the Company issues Shares equal to or greater than twenty-five percent (25%) of the previously outstanding Shares to one or more new Members during any thirty (30) day period of the Company's tax year, all Members agree and consent to a Sec. 1.1368-1(g) election whereby the Company shall close its books on the date of the qualifying transaction and allocate to each Member their proportional share of income and losses (which will be reported on the K-1 forms for that tax year) for the partial tax year through that transaction date, and a proportional share of income and losses to the remaining Members for the remainder of the year (or until the next qualifying transaction date in the event of several qualifying transactions in a single tax year).

(c) In all other events of Share transfers, income and expense for the entire year of the ownership change shall be divided by 365 days (366 in a leap year) to calculate the per day amount. The per Share allocation is calculated based upon each Member's ownership interest on each day of the year.

For illustration purposes only: Assuming the Company earns \$365,000 in a 365-day year, income is allocated \$1,000 per day. If a Member owns Shares for 151 days (Jan 01 through May 31) and holds a 2.5% interest in the Company, that Member's allocation of income shall be calculated as follows: \$1,000 per day x 151 days x 2.5%.

Section 9.15 Obligations at Closing

Any closing of a purchase and sale of Shares shall take place at the principal office of the Company or such other reasonably accessible location as the Company may designate with at least five business days advance written notice. The date on which any such Closing shall occur is hereinafter referred to as the "*Closing Date*." At the Closing (i) the selling Member shall execute all documents necessary to cause a legal transfer of title in and to the Shares to the purchaser, free and clear of any liens or encumbrances; (ii) the selling Member shall sign an acknowledgement as to tax implications of mid-year Share sales (if applicable); (ii) to the extent that all or a portion of the Ratified Share Price is to be paid in installments, the purchasing party shall deliver to the Seller party such promissory note(s) as are required, duly executed; and (iv) good and marketable funds for the cash portion of such a purchase.

Section 9.16 Drag-along Rights

In the event the Company receives from a bona-fide unrelated third-party an offer to purchase all of the outstanding Shares of the Company and such offer is approved by a two-thirds supermajority of the Company's voting Members, then all Members are obligated to sell their Shares in accordance with the terms of said accepted offer (and all Shares subject to an unvested repurchase price shall be treated as having a fully vested repurchase price upon the closing of

any such transaction) and unless an objecting Member secures a lawful court-issued injunction preventing the Company from proceeding with any such sale, Managers are authorized by each objecting Member hereunder to execute any documents to effect a transfer of an objecting/non-approving Member's Shares and to act as said Member's attorney-in-fact for these purposes.

Section 9.17 Tag-along Rights

The Company may not accept an offer for the sale of the Company, unless all Members are treated equally on an economic basis as to the value of their Shares.

Section 9.18 Non-solicitation and Confidentiality Provisions

All Members acknowledge that from time to time they may be privy to or may receive certain confidential and proprietary information ("*Confidential Information*") of the Company due to their status as Members. Employee-Members may have access to even more such Confidential Information due to their proximity to the Company and their position of employment. This information includes but is not limited to staffing, pricing, customer information, methods, business processes, business plans, or strategy matters and other similar information that if disclosed to third parties could result in significant damages to the Company and or its Members. Accordingly, the Members agree that they will not disclose such Confidential Information to third parties without advance detailed, express written consent of a Majority Vote of the Board of Managers. Failure to do so shall constitute an irreparable breach of this Agreement by the Member and a claim for all damages, costs and attorneys' fees incurred by the Company as well as other legal remedies available to the Company under state and federal laws.

From the date of becoming a Member and for twelve (12) months from their voluntary or involuntary termination of employment each Member agrees as follows:

- (a) Not to take any Confidential Information of any kind;
- (b) Not to download or destroy any electronic information of the Company of any kind;
- (c) Not to misuse Confidential Information of the Company in any manner;
- (d) Not to plan, organize, or start a competing business while Member is employed with the Company;
- (e) Not to recruit or promise to hire any employee of the Company to work in a competing business;
- (f) Not to interfere with the business of the Company in any manner;
- (g) Not to attempt to induce any known customer of the Company to do business with a competing firm; and
- (h) Not to slander or make negative comments about the Company, its Founders, Manager, staff, or business.

For a period of one (1) year from Member's termination of employment date, prior to commencing new employment, Member shall provide their new employer with a copy of only this Section of the Agreement. Member agrees that the Company shall also have the right to provide any such new employer with a copy of only this Section of the Agreement.

Member recognizes that irreparable injury will result to the Company if Member breaches this Section of the Agreement, that the Company's remedy at law for damages will be inadequate, and therefore the Company will be entitled to an injunction restraining such Member or his or her future partners, agents, or employees, or any other persons or entities acting for or with Member from disclosing, using or retaining, any Confidential Information. Nothing in this Agreement will be construed as prohibiting the Company from pursuing any other remedies available to it, including the recovery of damages, attorney's fees and costs from the breaching Member.

Member agrees that adherence to this Non-Solicitation and Confidentiality provision does not preclude Member from earning a livelihood. Rather, Member recognizes that this Non-Solicitation and Confidentiality provision is reasonable and is necessary to protect the Company and fellow Members' legitimate interest in the Confidential Information and staff.

The continuing terms of this Section survive the Member's withdrawal from this Agreement. In the event of a breach of this Non-Solicitation and Confidentiality provision by a former Member, the Company may suspend payment under any notes relating to a Share repurchase pending a full review, determination, and resolution of the breach. Damages to the Company will be deducted from the balance due under any such notes. Interest shall not accrue under any such notes during the suspension period.

Section 9.19 Life and/or Disability Insurance on Certain Members (Key Person)

The Company may desire (based upon the Company's perception of risk) to acquire and maintain insurance on the lives or ability of any one or more Managing or Employee Members (applicable only to Managing or Employee Members owning at least either (a) ten (10%) percent of the Company's outstanding Shares; or (b) Shares, when valued at the most recent Ratified Share Price, valued at a minimum of \$1 million) in order to provide funds for its commitment to purchase Shares in the event of a Member's death or disability. Each Member acknowledges notice and consents to such procurement and agrees to fully cooperate with the Company in this endeavor and to assist it to the extent required in order to allow it to obtain such insurance. As to any such policies, the Company shall (a) be the sole owner, (b) pay all premiums, (c) be the sole beneficiary, and (d) enjoy all rights of ownership.

Section 9.20 Member Expulsion

For so long as (i) the Company's primary business is focused upon the marijuana market, and (ii) for so long as marijuana remains illegal at the United States federal level, or (iii) tightly regulated in any jurisdiction where the Company conducts its business, Members shall conduct their personal affairs not simply in compliance with applicable laws, but in a responsible manner that does not bring their character into question. Members convicted of a crime or subject to a disposition of a legal proceeding that calls into question their character, acknowledge their Shares may be repurchased by the Company pursuant to Section 9.09, Company's Right to Repurchase Shares (Call provision). Even if the conduct does not result in a criminal conviction, Members found to have engaged in any of the following conduct will be subject to Share repurchase as a super-majority of the Managers may determine. Prohibited conduct includes but is not limited to (a) actual or threatened physical violence against another person, including dating violence,

domestic violence, child abuse, and other forms of family violence; (b) assault and/or battery, including sexual assault or other sex offenses; (c) violent or threatening behavior toward another employee or a third party in any workplace setting; (d) stalking, harassment, or similar forms of intimidation; (e) illegal possession of a gun or other weapon (such as explosives, toxic substances, and the like), or possession of a gun or other weapon in any workplace setting; (f) illegal possession, use, or distribution of alcohol or drugs (including possession, use, or distribution of steroids or other performance enhancing substances); (g) crimes involving cruelty to animals as defined by state or federal law; (h) crimes of dishonesty such as blackmail, extortion, fraud, money laundering, or racketeering; (i) theft-related crimes such as burglary, robbery, or larceny; (j) crimes against law enforcement, such as obstruction, resisting arrest, or harming a police officer or other law enforcement officer; (k) conduct that poses a genuine danger to the safety and well-being of another person; and (l) conduct that undermines or puts at risk the integrity of the Company or could subject any necessary license or permit to jeopardy.

ARTICLE TEN

MEMBER VOTING AND VOTING RIGHTS

Section 10.01 Pre-operational Voting

Notwithstanding the forgoing, prior to Company's commencement of operations, votes shall be determined and handled in a manner consistent with Section 8.01 on Pre-operational Management.

Section 10.02 Voting Rights

Each Member has the right to vote the Member's proportionate Shares in the Company regarding all matters that Members have a right to vote under this Agreement or by Applicable Law.

Section 10.03 Matters on Which Members Must Vote

The Board of Managers may not take any of the following actions without the approval of the Class B Member and a Majority Vote of the Class A Shares voted by the Class A Members:

- (a) approving and accepting a *non-pro rata* Capital Contribution that will change the distribution rights of the Class B Members;
- (b) filing or consenting to file a petition for or against the Company under any federal or state bankruptcy, insolvency, or reorganization act;
- (c) ceasing the Company's business before the Company's actual termination or acting in any way that would make it impossible to carry on the Company's business;
- (d) permitting the Company's funds to be commingled with the funds of any other person;
- (e) confessing a judgment against the Company;
- (f) materially altering the Company's business or deviating from any approved business plan of the Company;
- (g) selling substantially all of the property in liquidation or dissolving and liquidating the Company;
- (h) changing the tax classification of the Company;
- (i) making elections for federal, state, and local income tax matters, including basis adjustment;

- (j) amending this Agreement to increase the number of Managers on the Board of Managers; and
- (k) any matter requiring the vote of the Members under any mandatory provision of Applicable Law.

The Voting Members may call or hold any meeting of the Members, provide notice of the meeting, form a quorum for the meeting, or take any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business permitted by this Section. Purported assignees may not vote unless admitted in accordance with this Agreement.

Section 10.04 Members Who Are under Court Orders

The vote, consent, or participation of any Member under any kind of court order charging, restraining, prohibiting, or in any way preventing any Member from participating in Company matters is not required in order to obtain the necessary percentage vote or consent or participation for the Company to act upon any proposed action.

Section 10.05 Voting by Proxy

The Members may appoint a proxy to vote or otherwise act for the Member. A proxy appointment is valid for eleven months unless otherwise specifically stated in the proxy, or unless the authorization is revoked by the Member who issued the proxy. Proxy must be specific as to the purpose or event to be acted upon.

ARTICLE ELEVEN MEMBER MEETINGS AND NOTICE

Section 11.01 Pre-operational Meetings

Notwithstanding the forgoing, prior to the commencement of operations, meetings shall be scheduled on an ad hoc basis, at the request of any voting member, subject to the provisions of Section 8.01 on Pre-operational Management;

Section 11.02 Member Meetings

The Board of Managers shall designate when and where Members shall meet. Member meetings will be held at the Company's principal office unless a different location that the Board of Managers shall designate from time-to-time. Members may participate in and vote at the meeting by conference telephone or other similar electronic communications equipment, and will be deemed present in person at the meeting for all purposes of this Agreement.

Section 11.03 Special Meetings

The Company does not have an Annual Meeting of its Members and a meeting can be called by any Member. All meeting of the Members shall be deemed Special Meetings of the Company's Members. Special Meetings of the Members require notice to be delivered to the Members according to provisions in this Agreement.

Section 11.04 Meeting Notice

The Board of Managers shall deliver notice to each Member of record entitled to vote at the meeting at the email address the Member has provided to the Board of Managers or their designee

and maintained in the Company records, at least three (3) but no more than thirty (30) days before the meeting date. The notice must state the date, time, and place of any meeting of the Members and a description of the meeting's purpose. Any Member shall be able to participate by telephonic conference call. The email notification of the Special Meeting shall give the instructions on how to participate on the call. The Company shall make reasonable accommodations for the Member to attend through telephonic conference call.

Section 11.05 Waiving Meeting Notice

A Member may waive notice of any meeting before or after the meeting's date and time stated in the notice by replying to the notification email that they waive notice to Special Meeting and the Company shall include an electronic or printed copy in the minutes of the meeting. If a Member attends any meeting in person, by conference call or by proxy, the Member waives objection to lack of notice or to defective notice of the meeting unless the Member objects to holding the meeting or transacting business at the meeting. The Member waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

Section 11.06 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action. The action must be evidenced by one or more written consents including consent set forth in email that contains an accurate description of the act being consented to and describing the action taken. These consents, in the aggregate, must be signed by all of the Members entitled to vote on the action and delivered to the Company to be included in the minutes. This consent has the same force and effect as a vote at a meeting with a quorum present and may be stated as such in any document or instrument filed with the Massachusetts Secretary of State.

Section 11.07 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting. The Company shall provide a means for the Member to participate telephonically in a manner that allows the Members to effectively communicate with the other Members during such meetings.

Section 11.08 Conduct of Meetings

At any meeting of the Members, the Board of Managers shall appoint a secretary of the meeting. If not available, the Board of Managers shall serve in the role as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, to be kept with the Company records.

ARTICLE TWELVE BOOKS, RECORDS, AND BANK ACCOUNTS

Section 12.01 Electronic or "Cloud" Storage permissible

The Company shall maintain at its Massachusetts office copies of the books and records listed below. The Company may elect to not maintain hard copy records and instead maintain electronic images. In such case, said images must be clear and legible to the degree the original paper records

would be, must be stored on the Cloud by a reputable U.S. data storage firm, and must be accessible from electronic devices situated within the Commonwealth of Massachusetts.

Section 12.02 Pre-operational Books and Records

Notwithstanding the forgoing, prior to Commencing operations, Company must maintain books and records, but may do so in a minimal manner, so long as it is consistent with Massachusetts law.

Section 12.03 Books and Records

The Board of Managers shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Board of Managers determine. The Board of Managers shall keep the following records:

- (a) a current list of the full names and last known addresses of each past and present Board of Managers and Member and an indication for each Member regardless of what Class Unit they may hold;
- (b) a copy of the Certificate of Organization (and any amendments) and copies of any powers of attorney under which any certificate has been signed;
- (c) copies of the Company's federal, state, and local income tax returns and any reports for the three most recent Taxable Years;
- (d) copies of this Agreement (and any amendments);
- (e) copies of any financial statements of the Company for the three most recent Taxable Years; and,
- (f) any other documents required by Applicable Law.

Section 12.04 Accounting and Taxable Year

The Board of Managers shall keep books of account consistent with any method authorized or required by the Code and as determined by the Board of Managers. The Board of Managers shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 12.05 Reports

Within a reasonable time after each Taxable Year ends, the Board of Managers shall provide the information required to prepare and file individual tax returns to all Members. The Board of Managers shall prepare these financial statements at the Company's expense.

Section 12.06 Member's Inspection Rights

Members shall have a limited right to request that the following information be provided to them by the Board of Managers:

- (a) true and full information regarding the state of the business and financial condition of the Company;
- (b) promptly after becoming available, a copy of the Company's federal, state and local income tax returns for each year; and
- (c) other information regarding the affairs of the Company as is just and reasonable.

Section 12.07 Bank Accounts and Company Funds

The Board of Managers shall deposit all cash receipts in the Company's depository accounts. All accounts used by or on behalf of the Company are the Company's property, and will be received, held, and disbursed by the Board of Managers for the purposes specified in this Agreement. The Board of Managers may not commingle Company funds with any other funds.

**ARTICLE THIRTEEN
COVENANTS, REPRESENTATIONS, AND WARRANTIES****Section 13.01 Member Representations, Warranties, and Acknowledgements**

By signing and delivering this Agreement or a Member Joinder, each Member represents and warrants to the Company and acknowledges the following.

(a) No Fraudulent Transfer

The Member is not entering into this Agreement with the actual or constructive intent to hinder, delay, or defraud its present or future creditors and is receiving reasonably equivalent value and fair consideration for the Member's Capital Contribution.

(b) Clear Title to Capital Contribution

The Member's Capital Contribution has been contributed, transferred, assigned, and conveyed to the Company free and clear of any liens or other obligations other than those existing on this date and disclosed in writing to the Members.

(c) Accurate Statement of Basis

The Member has provided the Company with an accurate statement of the Member's adjusted basis for federal income tax purposes in any noncash property or marketable securities contributed by the Member as a Capital Contribution to the Company property and its Fair Market Value on the date of the Capital Contribution.

Section 13.02 Modification for Legal Events

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in Article Thirteen is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to Article Thirteen, or by making other modifications as it determines necessary to carry out the parties' intent to the maximum extent permitted by Applicable Law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

**ARTICLE FOURTEEN
TRANSFER OF SHARES****Section 14.01 Transferability of Shares**

No Member may transfer any Shares either voluntarily or involuntarily by any means without the written consent of the Board of Managers as set forth in Section 14.06 and the consent of the Members as set forth in Article Three and Section 10.02. The Members may transfer any Shares without the written consent of the Board of Managers if the transfer is provided in this Article.

Section 14.02 Permitted Transfers

A Member may transfer Shares without the written consent of the Board of Managers if:

- (a) the transferee is the transferring Member's Immediate Family; or
- (b) the transferee is a revocable or irrevocable trust for the sole benefit of the transferor during his or her life or transferor's Immediate Family to a retirement account for the Member's benefit.

A transfer to a transferee otherwise permitted by this Section will only be permitted if:

- (c) the transfer does not cause the Company to terminate for federal income tax purposes;
- (d) the transfer does not result in any event of default as to any secured or unsecured obligation of the Company;
- (e) the transfer does not cause a reassessment of any real property owned by the Company; and
- (f) the transfer does not cause any adverse material impact to the Company.

A transfer to a revocable or irrevocable trust for the sole benefit of the transferor's Immediate Family or their descendants will be considered a transfer to Immediate Family for purposes of this Section if the trustee and any successor trustees of the trust are also Immediate Family. For a trust to be considered a Permissible Transferee, the trustee must be specifically and irrevocably prohibited from gifting, selling, or distributing the Shares held by the trust to a person other than Immediate Family.

Section 14.03 Effect of Permitted Transfer

The Permitted Transferee of a transfer of Shares permitted by Section 14.02 will be admitted as an Additional Member only in compliance with the provisions of this Article. As a condition of admission as Additional Member, the Company may require the transferee to sign a Member Joinder or otherwise accept this Agreement in writing.

Section 14.04 Securities Restriction

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws. The Company may condition a transfer of Shares on receipt of an opinion of counsel in form and substance satisfactory to the Company to the effect that the transfer may be made without registration under the Securities Act.

Section 14.05 Transferee Treated as an Assignee until Admitted as an Additional Member

The permitted Transferee of Shares will hold the interest only as an Assignee until the transferee satisfies all the requirements of this Article to become an Additional Member.

Section 14.06 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member until all of the conditions, consents, and procedures in this Section have been fully satisfied.

(a) Approval by the Board of Managers

An Additional Member may only be added with the consent of the Board of Managers.

The Board of Managers's consent is exclusively based on the meeting the requirements in sections (b) through (d) in this Section 14.06.

(b) Certain Legal Assurances

If required by the Board of Managers, the prospective Additional Member must provide evidence satisfactory to the Board of Managers that admission of the prospective Member will not violate any applicable securities law, cause a termination of the Company under applicable provisions of the Code, or alter the status of any tax election made by the Company.

(c) Transfer Instruments

If a prospective Additional Member is acquiring Shares in connection with a Member's transfer of Shares, the assigning Member and the Assignee shall sign, acknowledge, and deliver instruments of transfer and assignments to the Company, in the form and substance satisfactory to the Company.

(d) Executing All Other Agreements

The prospective Additional Member must sign all other agreements and instruments requested by the Board of Managers. These instruments include a Member Joinder or other written acceptance and adoption by the Assignee of this Agreement.

(e) Complies with Voting Requirements in Sections 3.02 and 3.03

The prospective Class A Additional Member was approved by a Majority Vote of the Class A Members as required in Section 3.02. The prospective Class B Additional Member was approved by a Majority Vote of the Class B Members as required in Section 3.03.

Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

Section 14.07 Additional Member's Effective Admission Date

The effective date of an Additional Member's admission is the date on which the Members and the Board of Managers accept the Assignee as an Additional Member under this Agreement are satisfied.

Section 14.08 Creditor Rights; Charging Order Sole and Exclusive Remedy

If a creditor obtains a judgment by a court of competent jurisdiction against any Member or Assignee, the court may charge the Member Shares with payment of the unsatisfied amount of the judgment from distributions attributable to the affected Shares, but only to the extent permitted by the Act. To the extent any Shares are charged with satisfaction of a judgment, the judgment creditor will not be admitted as a Member of the Company. Such an order may be a triggering event for the Company to repurchase the shares.

The charging order is the exclusive remedy by which a judgment creditor of a Member of Shares may obtain any satisfaction from the Company toward any judgment against the Member or Assignee.

ARTICLE FIFTEEN DISSOLUTION AND LIQUIDATION

Section 15.01 Dissolution Events

The Company will be dissolved only if an event described in this Section occurs.

(a) Dissolution by the Members and the Board of Managers

The Company will be dissolved by the Members and the Board of Managers, subject to any special vote required by Article Ten.

(b) Judicial Dissolution

The Company will be dissolved upon the entry of a decree of judicial dissolution by a court of competent jurisdiction.

After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 15.02 Effect of Dissolution

Dissolution of the Company will be effective on the day on which the event described in Section 15.01 occurs, but the Company will not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 15.03, and the Company's Certificate of Organization has been cancelled as provided in Section 15.06.

Section 15.03 Liquidation

After dissolving the Company, the Board of Managers will have full authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and businesslike manner. The Board of Managers shall liquidate the Company assets and apply and distribute proceeds from the liquidation of the assets as follows.

(a) Creditor Payment

The proceeds from the liquidated property will first be applied toward or paid to any non-Member creditor of the Company in the order of payment required by Applicable Law.

(b) Provision for Reserves

After paying liabilities owed to non-Member creditors, the Board of Managers shall set up such reserves as the Board of Managers determine is reasonably necessary. The Board of Managers may, but need not, pay over any reserves for contingent liabilities to a bank to hold in escrow for later payment. After the Board of Managers is reasonably satisfied that any liabilities have been adequately resolved, the Board of Managers shall distribute any remaining reserves to the Members.

(c) Distributions to Members

After paying liabilities owed to non-Member creditors and establishing reserves, the Board of Managers shall satisfy any debts owed to the Members with any remaining net assets of the Company, and then distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 15.04 In-Kind Distributions in Liquidation

Upon dissolution of the Company the Board of Managers determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Board of Managers may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves. If the Board of Managers determine the assets are not

suitable for liquidation, the Board of Managers may distribute undivided interests in the Company's assets to the Members instead of cash. This in-kind distribution must be made to the Members as tenants in common and in accordance with the provisions of this Agreement. Any in-kind distribution will be subject to any conditions relating to the disposition and management of the properties that the Board of Managers determine to be reasonable and equitable and to any agreements governing the operating of such properties at that time. If any in-kind assets of the Company are to be distributed, those assets will be distributed using their Fair Market Value at the distribution date, as determined by the Board of Managers.

Section 15.05 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

Section 15.06 Cancellation of Certificate of Organization

Upon completing the distribution of the Company's assets as provided in Section 15.03(c), the Company will be terminated and the Board of Managers shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in any other jurisdictions and shall take any other actions necessary to terminate the Company.

Section 15.07 Survival of Indemnity Rights, Duties, and Obligations

For purposes of Article Sixteen, including any Member's right to indemnification under Section 16.04, the Company's dissolution, liquidation, winding up, or termination for any reason will not release any party from any loss that, at the time of the dissolution, liquidation, winding up, or termination, had already accrued to any other party or which may accrue because of any act or omission occurring before the dissolution, liquidation, winding up, or termination.

ARTICLE SIXTEEN EXCULPATION AND INDEMNIFICATION

Section 16.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement. This exculpation is only effective if the action or omission is not an Unprotected Act and does not protect any Member from a court order to purchase the Shares of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

Section 16.02 Good-Faith Reliance

A Protected Person is fully protected if the Protected Person relies in good faith on the Company's records or on information, opinions, reports, or statements of the following Persons or groups:

- (a) another Manager;
- (b) one or more employees of the Company;

- (c) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or
- (d) any other person selected in good faith by or on behalf of the Company, in each case as to matters that the relying person reasonably believes to be within the other person's area of professional expertise.

The information, opinions, reports, or statements referred to above include financial statements; information, opinions, reports, or statements as to the value or amount of the Company's assets, liabilities, income, or losses; and any facts pertinent to the existence and amount of assets from which distributions might properly be paid.

In no way does this provision limit any person's right to rely on information as provided in the Act. Any act, omission, or forbearance by a Protected Person on the advice of the Company's counsel must be conclusively presumed to have been in good faith.

Section 16.03 Decision-Making Standards

When this Agreement permits or requires a Protected Person to make a decision (including discretionary decisions and other grants of similar authority or latitude), the Protected Person is entitled to consider only the interests and factors as the Protected Person chooses, including its own interests, subject only to Section 8.12. When this Agreement permits or requires a Protected Person to make a good-faith decision, the Protected Person shall act under this express standard and is not subject to any other standard imposed by this Agreement or any Applicable Law.

Section 16.04 Indemnification

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business. If the act or omission is not an Unprotected Act, the Company shall also reimburse any amounts expended in settling any claims (collectively, "*Indemnity Losses*") to which the Protected Person may become subject because:

- (a) of any act or omission or alleged act or omission on behalf of the Company, or any Member;
- (b) the Protected Person is or was acting in connection with the Company's business as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee, or agent of the Company; any Member; or any of their respective controlling Affiliates; or
- (c) the Protected Person is or was serving at the Company's request as a partner, member, manager, director, officer, employee, or agent of any person including the Company.

A Protected Person's conduct will be determined by a final, nonappealable order of a court of competent jurisdiction. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the Protected Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that the conduct was unlawful or constituted fraud or willful misconduct.

The indemnity provided by this Article extends to the full extent permitted by the Act as it now exists or may later be amended, substituted, or replaced, but only if the amendment, substitution, or replacement permits the Company to provide broader indemnification rights than those the Act permits.

Section 16.05 Reimbursement

The Company shall promptly reimburse and may provide advancements to each Protected Person for reasonable legal or other expenses incurred in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Indemnity Losses for which such Protected Person may be indemnified. If it is finally judicially determined that the Protected Person is not entitled to the indemnification provided by this Agreement, the Protected Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

Section 16.06 Indemnification Obligation Funding

Despite anything in this Agreement to the contrary, any indemnity by the Company relating to this Agreement will be provided out of and to the extent of the Company's assets. No Member will have any personal liability or will be required to make Capital Contributions to help satisfy the indemnity unless the Member otherwise agrees in writing.

Section 16.07 Savings Clause

Article Sixteen survives the Company's dissolution, liquidation, winding up, and termination. If Article Sixteen or any portion of it is invalidated on any ground by any court of competent jurisdiction, the Company shall indemnify and hold harmless each Protected Person under any applicable portion of this Article that was not invalidated and to the full extent permitted by Applicable Law.

ARTICLE SEVENTEEN GENERAL MATTERS

Section 17.01 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 17.02 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 17.03 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 17.04 No Duty to Mail Certificate of Organization

The Board of Managers do not have an obligation to deliver or mail copies of the Certificate of Organization or any amendments to the Members unless required to do so by the Act.

Section 17.05 Governing Law

The affairs of the Company and the conduct of its business are governed by the provisions of this Agreement to the extent such provisions are not in conflict with nonwaivable provisions of Applicable Law or the Certificate of Organization. This Agreement is governed, construed, and administered according to the laws of Massachusetts, as from time-to-time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 17.06 Venue; Submission to Jurisdiction

Any cause of action arising out of this Agreement must be brought in the Commonwealth of Massachusetts and all parties to this Agreement consent to jurisdiction of Massachusetts.

Section 17.07 Waiver of Jury Trial

Each party to this Agreement acknowledges and agrees that any controversy arising out of this Agreement is likely to involve complicated issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury for any cause of action arising out of this Agreement.

Section 17.08 Equitable Remedies

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

Section 17.09 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 17.10 Notices

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement can be given by email to the email address on record at the Company for the member or it can be in writing and will be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

- (c) on the date sent by facsimile or email as a PDF document (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- (d) on the seventh day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Section 17.11 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

Section 17.12 Separate Counsel

By signing this Agreement, each party acknowledges that this Agreement is the product of arms-length negotiations between the parties and should be construed as such. Each party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so.

Section 17.13 Multiple Originals; Validity of Copies

This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 17.14 Determination of Fair Market Value

The *Fair Market Value* of any asset is the cash-equivalent price at which the property would change hands between a hypothetical, able, and willing buyer and a hypothetical, able, and willing seller, both acting at arm's length in an open and unrestricted market, with neither being under any compulsion to act and both having reasonable knowledge of all relevant facts. Fair Market Value is a good-faith determination made by the Board of Managers based on factors the Board of Managers, in its reasonable business judgment, considers relevant with the exception of matters related to valuing the Company or its Shares as set forth in Section 3.11 or the value of an asset given to the Company in exchange for their Shares as set forth in Section 4.03, which will be determined by a Qualified Appraiser as set forth in Section 19.12.

ARTICLE EIGHTEEN DEFINITIONS AND INTERPRETATION

Section 18.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Limited Liability Company Act of the Commonwealth of Massachusetts, as amended from time-to-time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires Shares and is admitted as a Member according to Section 14.06. An *Additional Member* may be either a Member or Non-Member.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after: increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Adjusted Taxable Income

A Member's *Adjusted Taxable Income* for a Taxable Year (or portion of a Taxable Year) with respect to Shares held by the Member means the federal taxable income the Company allocates to the Member with respect to the Shares (as adjusted by any final determination in connection with any tax audit or other proceeding) for the Taxable Year (or portion of the Taxable Year). The taxable income must be computed:

- i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to the Member with respect to the Shares that were not previously taken into account for purposes of determining the Member's Adjusted Taxable Income in a prior Taxable Year to the extent this loss or credit would be available under the Code to offset the Member's income (or, as appropriate, the Member's direct or indirect members) determined as if the income, loss, and credits from the Company were the Member's only income, loss, and credits (or, as appropriate, the Member's direct or indirect members) in the Taxable Year and all prior Taxable Years; and
- ii) taking into account any special basis adjustment with respect to the Member resulting from an election by the Company under Code Section 754.

(e) Affiliate

Affiliate means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons:

- i) a Member;
- ii) a Member's Immediate Family member; or

- iii) a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members.

For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

(f) Agreement

Agreement means this Operating Agreement, as amended from time-to-time.

(g) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

- i) constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;
- ii) consents or approvals; and
- iii) orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(h) Assignee

Assignee means the recipient of Shares by assignment.

(i) Award Agreement

Award Agreement is defined as an award of Profits Interest pursuant to an Equity Incentive Plan that the Board of Managers may at their discretion implement.

(j) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time-to-time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Board of Managers so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(k) Capital Account

Capital Account means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time-to-time.

(l) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is kept in the Company's Schedule of Members. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital

Contribution previously made by any prior Member regarding that Member's Shares. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(m) Class A Unit

Class A Shares means the ownership interest and rights of a Member in the Company as set forth in Section 3.02.

(n) Class B Unit

Class B Shares means the ownership interest and rights of a Member in the Company as set forth in Section 3.03.

(o) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time-to-time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(p) Company

Company means Bean Collective, LLC, a Massachusetts limited liability company.

(q) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(r) Company Representative

Company Representative is defined in Section 2.02.

(s) Certificate of Organization

Certificate of Organization means the Certificate of Organization filed with the Massachusetts Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(t) Equity Incentive Plan

Equity Incentive Plan is defined in is defined as a Plan initiated by the Board of Managers that is intended to award equity for services.

(u) Estimated Tax Amount

A Member's *Estimated Tax Amount* for a Taxable Year means the Member's Tax Amount for the Taxable Year as estimated in good faith from time-to-time by the Board of Managers. In making this estimate, the Board of Managers must take into account amounts shown on Internal Revenue Service Form 1065 and similar state or local forms filed by the Company for the preceding Taxable Year and other adjustments the Board of

Managers determines with reasonable business judgment are necessary or appropriate to reflect the Company's estimated operations for the Taxable Year.

(v) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(w) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses of descendants (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(x) Indemnity Losses

Indemnity Losses is defined in Section 16.04.

(y) Independent Person

Independent Person means any person who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(z) Legal Representative

With respect to any individual, *Legal Representative* means a person's guardian, conservator, executor, administrator, trustee, or any other person representing a person or the person's estate. With respect to any person, *Legal Representative* means all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of the person.

(aa) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(bb) Manager

Manager means any individual or legal entity designated in this Agreement as a Manager. A Manager as part of the Board of Managers conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

(cc) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(dd) Member Joinder

Member Joinder means the joinder agreement in form and substance attached to this

Agreement.

(ee) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(ff) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4). *Member Non-Recourse Deductions* means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(gg) Permitted Transfer; Permitted Transferee

A *Permitted Transfer* is a Shares transfer made under Article Fourteen. A *Permitted Transferee* is the recipient of a Permitted Transfer.

(hh) Pre-operational Phase

All matters concerning the business up to the time that licensed operations commence, or, if by proportional vote, Members declare that the pre-operational phase has concluded. If members declare that the pre-operational phase has concluded, and operations are not yet set to commence, the company shall by default in a transitional phase, subject to the same rules as the operational phase.

(ii) Profits Interest

Profits Interest has the meaning that is defined in Rev. Proc. 93-27 and Rev. Proc. 2001-43.

(jj) Protected Person

Protected Person means:

- i) each Member;
- ii) each Member's officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or Legal Representative and each of their controlling Affiliates; and
- iii) each of the Company's Managers, officers, employees, and agents or Legal Representatives.

(kk) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

(ll) Quarterly Estimated Tax Amount

A Member's *Quarterly Estimated Tax Amount* for any calendar quarter of a Taxable Year means one-quarter of the Member's Estimated Tax Amount for the Taxable Year in the case of the first calendar quarter of the Taxable Year; one-half of the Member's Estimated Tax Amount for the Taxable Year in the case of the second calendar quarter of the Taxable Year; three-quarters of the Member's Estimated Tax Amount for the Taxable Year in the case of the third quarter of the Taxable Year; and all of the Member's Estimated Tax Amount for the Taxable Year in the case of the fourth calendar quarter of the Taxable Year, reduced (but not below zero) by all distributions previously made during the Taxable Year to the Member.

(mm) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(nn) Service Provider

Service Provider means any officer, employee, consultant, or other service provider of the Company.

(oo) Shortfall Amount

Shortfall Amount is defined in Section 7.04.

(pp) Tax Amount

A Member's *Tax Amount* for a Taxable Year means the product of the Tax Rate for the Taxable Year and the Adjusted Taxable Income of the Member for the Taxable Year with respect to its Shares.

(qq) Tax Rate

A Member's *Tax Rate* for any period means the highest marginal blended federal, state, and local tax rate applicable to ordinary income, qualified dividend income, or capital gains, as appropriate, for the period for an individual residing in Massachusetts, taking into account the deductibility of state and local taxes for federal income tax purposes, and any applicable limitations on these deductions.

(rr) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Board of Managers. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(ss) Third Party

Third Party means any person who:

- i) is not a Member of the Company; and
- ii) is not an Affiliate.

With respect to any controversy concerning the Company, *Third Party* means an individual who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(tt) Unanimous Vote

Unanimous Vote means that all votes that may be cast are required to determine the matter subject to the vote.

(uu) Shares

Shares means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company.

(vv) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- i) with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful or
- ii) constitutes fraud or willful misconduct.

(ww) Voting Members

Voting Members means the Class A Members who have the exclusive right to elect the one Class A Manager to the Board of Managers and the Class B Members who have the exclusive right to elect the two Class B Managers to the Board of Managers. On all other matters that require a Member vote, both Class A and Class B Unitholders have the right

(xx) Voting Shares

Voting Shares are the Class A and Class B Shares that are cast by the Voting Members.


(yy) Assignment

In this Agreement, *assignment* includes any method direct or indirect, voluntary or involuntary by which the legal or beneficial ownership of any interest in the Company is transferred or changed, including:

- i) any sale, exchange, gift, or any other form of conveyance, assignment, or transfer;
- ii) a change in the beneficial interests of any trust or estate that holds any interest in the Company and a distribution from any trust or estate;
- iii) a change in the ownership of any Member that is a corporation, partnership, limited liability Company, or other legal entity, including the dissolution of the entity;
- iv) a change in legal or beneficial ownership or other form of transfer resulting from the death or divorce of any Member or the death of the spouse of any Member;
- v) any transfer or charge under a charging order issued by any court; and
- vi) any levy, foreclosure, or similar seizure associated with the exercise of a creditor's rights in connection with a mortgage, pledge, encumbrance, or security interest.

Assignment does not include any mortgage, pledge, or similar voluntary encumbrance or grant of a security interest in any Shares in the Company.

Authorized signatory for Bean Collective



Donald Rodriguez, Founder, Member and Chief Executive Officer

**Member Joinder in the
Operating Agreement of Bean Collective, LLC**

I, Donald Rodriguez, ("**Member**") acknowledge that I have read the Updated Operating Agreement of Bean Collective, LLC dated October 7, 2021 ("**Agreement**"), that I know its contents, and agree to be bound to the Agreement as a Member of the Company with the following number and type of Shares in the Company:

Class and Number of Shares Held: 5,100 Class A Shares

I agree that these Shares are irrevocably bound by the Agreement. By signing and delivering this Member Joinder, I make all representations and warranties set forth in the Agreement, effective as of the date of my signature below, and agree to fulfill all duties and obligations imposed on Members under the Agreement. It is my intention to be bound by the Agreement as a signatory and party to the Agreement just as if I was an original signatory and party to the Agreement.


I am aware that the legal, financial, and related matters in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Member Joinder. I have either sought guidance or counsel or determined that I waive this right after carefully reviewing the Agreement.

By:  _____

Donald Rodriguez, an individual

Agreed and acknowledged:

Bean Collective, LLC

By:  _____

Donald Rodriguez, CEO

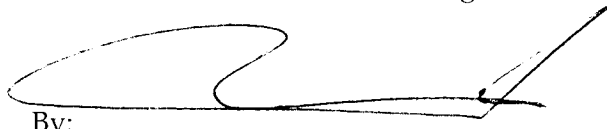
**Member Joinder in the
Operating Agreement of Bean Collective, LLC**

I, Patrick Musanda, of 1158 NW 19th St, Coral Springs FL 33071 ("Member"), acknowledge that I have read the Operating Agreement of Bean Collective, LLC dated October _____, 2021, ("Agreement"), that I know its contents, and agree to be bound to the Agreement as a Member of the Company with the following number and type of Shares in the Company, in consideration of Member's capital contribution of \$150,000.00:

Class and Number of Shares Held: 1500 Class A Shares

I agree that these Shares are irrevocably bound by the Agreement. By signing and delivering this Member Joinder, I make all representations and warranties set forth in the Agreement, effective as of the date of my signature below, and agree to fulfill all duties and obligations imposed on Members under the Agreement. It is my intention to be bound by the Agreement as a signatory and party to the Agreement just as if I was an original signatory and party to the Agreement. I have not altered the content of this agreement as emailed to me by Counsel for Bean Collective on November 30, 2021.

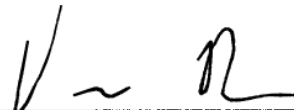
This agreement shall be voidable by Bean Collective, LLC, if at any point Member Musanda is determined to be unsuitable for licensure. I am aware that the legal, financial, and related matters in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Member Joinder. I have either sought guidance or counsel or determined that I waive this right after carefully reviewing the Agreement.

By: 
Patrick Musanda, an Individual

12/01/2021
Date

Agreed and acknowledged:

Bean Collective, LLC

By: 
Donald Rodriguez, CEO

12/22/21
Date

Member Certification of Untainted Funds

I, Patrick Musanda, of 1158 NW 19th St, Coral Springs FL 33071 ("Member"), certify that the funds I am applying as my Capital Contribution to Bean Collective, LLC, are untainted by criminal activity, tax evasion, or third-party encumbrances. I have the legal right to transfer said funds and no third parties have legal standing to object to the transfer of said funds. If legally required to do so, I could provide documents tracing these funds to legitimate sources. If receipt of these funds causes Bean Collective, LLC to be subject to investigation by any law enforcement or government entity, whether civil or criminal, I will cooperate with Bean Collective, LLC to trace the funds to legitimate sources.

Signed under the pains and penalties of perjury.

By: _____

Patrick Musanda, an Individual

Date

12/01/2021

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

Bean Collective LLC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		CLASS A	9,500	30,000
		CLASS A	500	300

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Each Member's shares will be credited with the fair market value of the Member's Capital Contribution, the Member's distributive share of Profits, and the amount of any Company liabilities that are assumed by the Member.

As their initial Capital Contributions to the Company, the Members have contributed all their rights, title, and interest in and to the property described on the Members' Member Subscription Agreements.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

The transferability of each Member's Shares is restricted by this agreement.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

6/6/2022

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
63 Coburn St, Lowell MA 01850
- b. The name of its initial registered agent at its registered office:
Legal Zoom
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location): 63 Coburn St

President: Donald Rodriguez

Treasurer:

Secretary:

Director(s):

- d. The fiscal year end of the corporation:
01/01
- e. A brief description of the type of business in which the corporation intends to engage:
Cannabis Delivery
- f. The street address of the principal office of the corporation:
63 Coburn St, Lowell MA 01850
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

63 Coburn St, Lowell MA 01850, which is
(number, street, city or town, state, zip code)

- ☐ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☒ its registered office.

Signed this June day of 5th, 2022 by the incorporator(s):

Signature:

Name: Donald Rodriguez

Address: 63 Coburn St, Lowell MA

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this June day of 6, 2022, at 4:00 a.m./p.m.
time

Effective date: June 6, 2022
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

Bean Collective LLC

M

Donald Rodriguez

CEO

Telephone: 617-687-9149

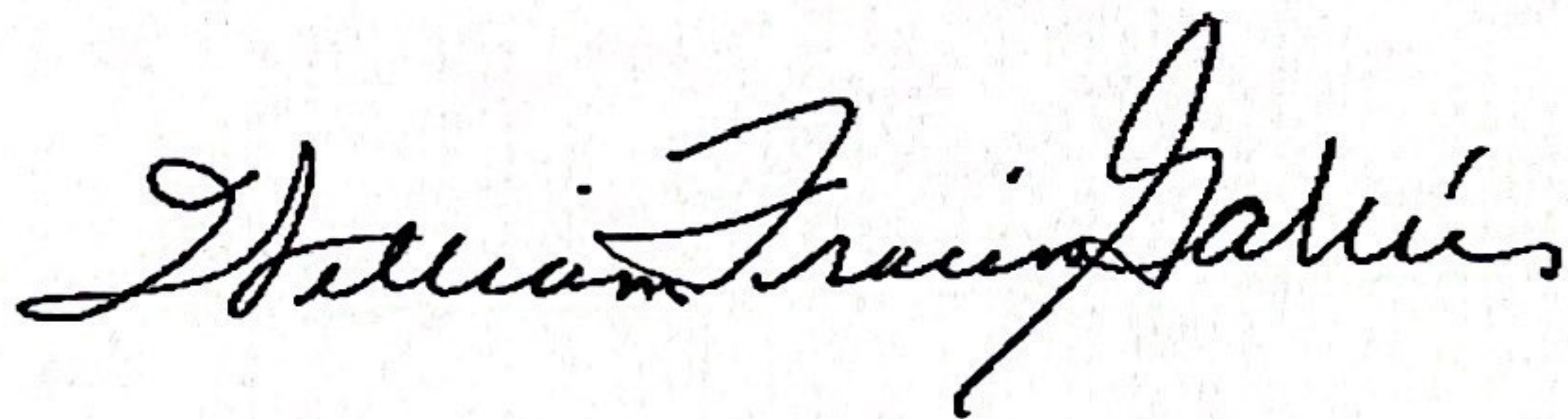
Email: Donald@THCdepotUSA.com

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

THE COMMONWEALTH OF MASSACHUSETTS

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

May 23, 2018 06:25 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DONALD RODRIGUEZ	179 CENTRAL ST LOWELL, MA 01852 USA
REAL PROPERTY	CHRISTOPHER JACOBS	179 CENTRAL ST LOWELL, MA 01852 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of May, 2018,
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT
SECRETARY**

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

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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: 001328984

1. The exact name of the limited liability company is: BEAN COLLECTIVE, LLC

2a. Location of its principal office:

No. and Street: 179 CENTRAL ST
 City or Town: LOWELL State: MA Zip: 01852 Country: USA

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

No. and Street: 179 CENTRAL ST
 City or Town: LOWELL State: MA Zip: 01852 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:

REGULATED SALES AND MANUFACTURE OF ADULT USE CANNABIS PRODUCTS. DISCLAIMER: BUSINESS OR ANY OF ITS EMPLOYEES OR AGENTS WILL NOT ENGAGE IN THE MANUFACTURE OR SALE OF CANNABIS OR RELATED PRODUCTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: UNITED STATES CORPORATION AGENTS, INC.
 No. and Street: 101 BILLERICA AVE., BLDG. 5, SUITE 204
 City or Town: NORTH BILLERICA State: MA Zip: 01862 Country: USA

I, UNITED STATES CORPORATION AGENTS, INC., resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DONALD RODRIGUEZ	179 CENTRAL ST LOWELL, MA 01852 USA
MANAGER	CHRISTOPHER JACOBS	179 CENTRAL ST LOWELL, MA 01852 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.

I. Plan to Obtain Liability Insurance

1. Pursuant to 935 CMR 500.105(10)(a), Bean Collective, LLC has made arrangements to 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, each with a deductible of \$5,000 per occurrence.
2. The insurance will be placed through Charles River Insurance Brokerage, 5 Whittier St. 4th Floor, Framingham, MA 01701. Our contact at Charles River Insurance Brokerage is Bill Perrier.



DOORZIPS

February 14, 2022

By: Donald Rodriguez

Bean Collective LLC

CEO

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Business Opportunity and Overview

Massachusetts allows home delivery of marijuana by licensed home delivery firms. The license pre-qualification process is open as of May 28, 2020 and restricted to economic empowerment and social equity applicants for two years following the date the first home delivery licensee receives its notice to commence operations from the Cannabis Control Commission. The licensing process consists of two phases, a pre-qualification phase and a provisional licensing phase. Bean Collective, LLC seeks to secure a home delivery license.

DoorZips.com

Bean Collective, LLC was organized May 23, 2018, as a Massachusetts Domestic Limited Liability Company and operates as DoorZips.com. The company was founded by Donald Rodriguez, a veteran and graduate of the social equity training program.

Business Model

The Company is prepared to introduce the following service to the market: on-demand cannabis delivery from our warehouse facility to registered consumer's homes. Our easy to use interface can be accessed via web or mobile apps supported on both IOS and Android devices providing consumers access to the best deals and products that GG has to offer in their area from the comfort of their home and right at their fingertips.

What we offer:

Data and Analytics BC analytic capabilities range from trending products, demographic sales, geographical sales, age and gender product preferences and more, all of which can be used to improve and evaluate the market in real time.

Marketing BC will be the place where new small businesses, cultivators, or established dispensaries can promote and gain exposure with immediate results as our users will have instant access to their products and deals with a competitive delivery time.

On-demand Delivery BC will stock its warehouse with a wide variety of the best cannabis products that Massachusetts's cultivators and manufacturers have to offer. Consumers can see the updated menu online and place their delivery orders which will be promptly shipped out for delivery in a BC vehicle. All delivery vehicles will be modified with state-of-the-art security, tracking, and communications systems to ensure that deliveries arrive safely and efficiently.

Management Team

Donald Rodriguez, founder, and CEO was raised in Lowell single mother and is a disabled veteran of the US Army. Don has a business degree from Southwest University. Don also has experience as a retail manager. In the US Army Don held the position and rank of Human Resources Sergeant and Cavalry Scout. He served two combat tours in Afghanistan, responsible for the lives of over 15 personnel and 18 million dollars in equipment. Upon honorable discharge, Don obtained his realtor's license, and started and sold Kingsmen Barber Studio.

. MARKETING SUMMARY

Industry Overview: In Massachusetts, the cannabis industry presently makes 240,000,000 dollars in sales. Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions: Availability; Commute; Price; Promotion; Quality; and, Convenience.

Target Markets

The company's major target markets are as follows:

Massachusetts cannabis industry year to date sales is 240 million and 702 million since 2018 when recreational use was approved. Market predictions of \$1.35 billion in 2024 is driven by new store openings, increasing consumer demands and new product form factors. Average sale per transaction is between \$48 and \$60 dollars with daily units sold ranging between 49,000 to 69,000. The estimated number of potential clients within the Company's geographic scope is 700,000.

Pricing Strategy

The Company has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy: Our pricing strategy is constructed to be very competitive while allowing for maximum growth. Users will be responsible for delivery fees at \$1.15 per mile. BC will receive a 45% on margin product of the total cost of the user's order before delivery fee is added.

Promotional Strategy

The Company will promote sales and increase our user base using the following methods:

Our strategy will consist of social media, SMS, and email marketing in app push notifications and SEO (search engine optimization) to enhance our online presence along with platform analytic capabilities that can help define our users' experience. Meet-and-greet/launch celebrations will be held at appropriate locations. Marketing materials (trifolds, cards and posters) will be available as well.

Policies and Procedures

Security plan pertaining to delivery

- ◆ Our Drivers will work in pairs. They will be equipped with body cameras, GPS tracking, an unmarked electric vehicle equipped with lockbox.
- ◆ Our Security vendor Lan-Tel Security will design and install a state-of-the-art security system and controls compliant with the requirements of 935 CMR 500.110.
- ◆ LAN-TEL has a long history of providing integrated security solutions to customers in a variety of markets. Additionally, LAN-TEL has a proven record of successfully providing the installation and ongoing maintenance of security systems in environments like the one found here in Leicester,

MA. Currently, LAN-TEL provides day-to-day cabling and security services to many of the most prestigious businesses and organizations in the Commonwealth.

- ◆ LAN-TEL's industry knowledge and experienced technical and management workforce has allowed it to successfully provide integrated security solutions throughout Massachusetts in the past, and most importantly, to continue to provide the solutions that will be required in the future.

Transportation plan

Our drivers will work in pairs outfitted with body cameras. There will be in whole eight drivers and three cars assigned to each depot. The vehicles will be outfitted, unmarked hybrid electric cars. Both first and second pair of drivers will start there day at our office. Here leadership will conduct vehicle inspection, light vehicle maintenance, and uniform standards check. Once complete, drivers will head to their assigned routes. Deliveries will be completed in three separate shifts. The first shift at 8 AM will leave and deliver all orders received from the night before and up till that time. The second shift will leave at 1 o'clock with all orders received up till that time. The third shift will leave at 5 o'clock at our delivery cutoff time. We will add additional teams based on demand as to stay in compliance with delivery curfew mandated by the state. All routes will be optimized using our state-of-the-art route optimization on our platform.

Inventory plan

All orders that come through our site will be tracked via our platform and HQ office. All orders will be sent directly to the customer. Our HQ will register, track, and store products. All cancelled orders will be returned to the depot same day no exceptions.

Plan to prevent diversion

- ◆ As part of our standard operating procedures we will have clear guidance and steps on how to prevent diversion to minors. The steps will include but not be limited to the following:
 - ◆ No one under 21 years of age is allowed in any Bean Collective facility
 - ◆ Use of clear labeling and child proof packaging that prevents accidental ingestion by minors
 - ◆ No bright, neon colors, cartoon graphics, or other images known to be or developed to target minors
 - ◆ Minimize youth advertising exposure
 - ◆ Ensure that any edible product manufactured at our facility would not be attractive to minors (i.e. Gummy Bears)
 - ◆ Use tax dollars generated by marijuana enterprise to provide education on drug and alcohol abuse

Storage plan

Bean Collective LLC will store all products in a CC monitored vault at our HQ. Our vault and depots will be equipped with state of the art security systems that report directly to local fire and police.

Once the order is received by our HQ and transferred to our drivers, they will review customer registration, sales receipt, and order. From there they will place all orders in the vehicles secured lockbox. The lockbox will be monitored by a fixed camera located in the vehicle. A log will be kept for every time the lockbox is opened. Only the driver that physically brings the order to the customer will have access to the lockbox. That way we can mitigate theft from the driver that stays with the car and other burglary attempts. All vehicles will have built anti-theft and GPS tracking systems.

Delivery plan

All orders made on our website www.Doorzips.com. All orders will be tracked by our software system. Our drivers will be stationed at the Bean Collective LLC HQ. Our drivers will work in pairs. There will be in whole six drivers and three cars assigned to each depot location. The vehicles will be outfitted, unmarked hybrid electric cars. Once the order is received by our drivers, they will review customer registration, sales receipt, and order ticket. Drivers will be given an optimized delivery route that they can access from their phone or tablet.

Driver 1 will be the primary driver. He will be responsible for staying with the car while Driver 2 brings the customer their order.

Driver 2 will be responsible for checking client's identification and making sure there is no product diversion.

Driver 2 will be the alternate driver as well navigation expert. He will be the only one who can access the products in the lockbox. He will also be responsible for answering dispatch from the HQ.

One driver will always stay with vehicle, with no exception! While refueling only one driver will leave the vehicle. Drivers will be encouraged to bring their own lunch and drinks for the drive. All breaks will be recorded and monitored. Drivers are to take their breaks parked at secure location. Drivers will not conduct in any activity that will distract themselves on the road.

Quality control and testing

We believe that we will become the industry standard. To ensure quality control we have implemented a grooming and dress code. To ensure quality customer experience all drivers will receive on site training from Bean Collective HQ. We will also give follow up calls each day to customers. Each week our leadership will visit with contracted dispensaries to address any concern or gripe they may have. Our compliance team will also play a huge role ensuring that we maintain our standards. Each day leadership will review the in-car security as well as body cameras to ensure standards and quality control have been met.

Record-keeping procedures

All orders received through our website will be kept on our platforms cloud. Each transaction will have client information, identification, registration, purchase receipt, and analytics. All client information will be stored via cloud and only accessible by CEO Donald Rodriguez. All orders through our platform will automatically be sent to the depot for packaging and tracking of the order. The depot will contact the customer with any issues regarding the order, and or registration. Each depot will be responsible for packaging of the order and tracking the order for their own records. Once our drivers receive the package, they will check the order and package to ensure order accuracy. They will then log the order into their vehicle's storage log. From their any orders removed from the lockbox must be inserted into the log. Using the phone application Cam Scanner, at the beginning and end of each route drivers will scan a hard copy of the log to both customer and HQ. At the end of their shift drivers will return all cancelled orders to their perspective depots. Both driver and depot manager will sign the original log. The original log and vehicle will be stored via cloud and HQ. Vehicle inspection sheet, lockbox log, and order tickets will be filed with HQ for state inspection.

Maintenance of financial records

All financial record will be maintained by our on-site accountant and record keeper. Transactions will be stored electronically on both our platform and cloud database. A detailed list of analytics as well as cancelled orders will also be stored in similar fashion.

Qualifications and intended trainings for personnel

All hired personnel are subject to a thorough background check/investigation. The checks will include bot not limited to criminal, credit and driving records. All employees will be registered to receive their marijuana agent registration cards. All drivers will receive a mandatory 40 hr training course to be held at our HQ. AS the face the company they will be trained on driving, customer service, security details, logging, package inspection, product knowledge, and theft prevention. Our employees will be professionals who understand the business thoroughly and know what it takes to take us to the height we intend to achieve. All our employees will be assigned to the right available positions and are allowed the freedom to be able to draft strategies and implements plans that would see the company achieve its vision. Our employees will be well paid and have one of the best salary structures in the cannabis delivery business industry.

Because this is a business that deals constantly with customers, our employees will be highly trained in customer care and can provide excellent customer care to all our customers. Knowing how important it is for our employees to remain satisfied and productive at work, we have ensured that they work in a conducive environment and that they have good welfare packages.

Insurance policies

We plan to obtain general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence. All Bean Collective LLC. drivers will also be covered through liability insurance. Employees will also receive workers comp insurance.

Personnel policies

Operations Team

The BC team will consist of skilled motivated individuals carefully selected to complement corresponding positions:

1. **Administration/Billing:** Will be responsible for payroll, invoicing, accounting, and administering the financial aspects of the business.
2. **Sales/Marketing:** Will be driving traffic and sales to our marketplace and on our platform.
3. **Development/IT:** Installing and configuring computer hardware, software, systems, networks, printers and scanners. Monitoring and maintaining computer systems and networks as well as all platform technology.
4. **Compliance Officer:** Ensures that the company is compliant with regulatory and legal requirements as well as internal policies. Responsible for maintenance and organizing all security and body camera footage to make available for review.
5. **Delivery Logistics Manager:** Responsible for planning, coordinating, and monitoring the day to day delivery process, ensuring all routes are covered. Responsible for relocating drivers as needed.
6. **Dispatchers:** Dispatchers will assist drivers by coordinating delivery routes and timing to maximize efficiency and reduce delivery times.
7. **Delivery Drivers:** Drivers will be the face of the BC brand by providing an exceptional customer service with the ability to answer any question regarding products or even promoting other available products, opening opportunities for future sales, expanding the brand even further.
8. **Warehouse Staff:** Warehouse Staff will be responsible for preparing orders by transferring products from the vault and readying the orders for pickup by Delivery Drivers.

All hired personnel are subject to a thorough background check/investigation. The checks will include but not limited to criminal, credit and driving records. All employees will be registered to receive their marijuana agent registration cards. All drivers will receive a mandatory 40 hr training course to be held at our HQ. AS the face the company they will be trained on driving, customer service, security details, logging, package inspection, product knowledge, and theft prevention. Our employees will be professionals who understand the business thoroughly and know what it takes to take us to the height we intend to achieve. All our employees will be assigned to the right available positions and are allowed the freedom to be able to draft strategies and implements plans that would see the company achieve its vision. Our employees will be well paid and have one of the best salary structures in the cannabis delivery business industry.

Employees are to maintain clean driving and criminal records. Any new charges are to be reported to Bean Collective LLC. Bean Collective will report this new information to the CCC. Failure to do so may result in immediate termination. All drivers are responsible for keeping a valid drivers license. All employees are required to keep proper grooming and uniform. This will be inspected daily by management.

Start-up Costs

Real Estate Carrying Costs	-	19,933
Legal + License Advisory Fees	-	60,000
Traffic Study	-	6,000
Office Supplies and Furniture	-	7,000
Application Fee (CCC)	-	1,500
Website Design and App	-	50,000
Computer & Printer	-	13,200
Security System	-	20,000
Product Scale	-	690
Carbon Filter System	-	1,000
Interior Fit Up	-	159,460
Real Estate (PP 1st, Last, + 1 mo. SD)	-	15,946
Insurance Deductible per Vehicle	-	-
Brown Bags	-	6,000
Vehicles	-	40,000
Phones with service	-	5,000
Start-up Inventory	-	200,000
Opening Cash Balance	-	200,000
Annual Aggregate Start-up Costs	-	805,729

I. Maintenance of Financial Records

1. Bean Collective, LLC shall maintain its records in accordance with generally accepted accounting principles. *935 CMR 500.105(9)*.
2. Business records to be maintained shall include:
 - a. Assets and liabilities
 - b. Monetary transactions
 - c. Books of accounts
 - d. Sales records (Route and deliver records including returns and failed deliveries)
 - e. Salary and wages paid to each employee. *935 CMR 500.105(9)*
3. Non-financial records shall include:
 - a. Vehicle maintenance records
 - b. Accident and incident records
 - c. Delivery Agreements
 - d. Stored inventory logbook
 - e. Delivery agent records including driving records
4. All books and records will be maintained by Bean Collective, LLC bookkeeper. Transactions will be stored electronically on both Bean Collective, LLC platform and a secure cloud storage facility.

I. Record Keeping Procedures

1. Bean Collective, LLC shall maintain its records in accordance with generally accepted industry principles. *935 CMR 500.105(9)*.
2. Records shall be maintained in a manner so that they may be promptly provided to the CCC or Law Enforcement upon request.
3. All financial records will be maintained by a Bean Collective, LLC on-site accountant and record keeper. Transactions will be stored electronically on both the Bean Collective, LLC platform and cloud database.
4. A detailed list of analytics as well as cancelled orders will also be stored in a similar fashion.
5. The following business records shall be maintained:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts;
 - d. Sales records; and
 - e. Salary and wages paid to each employee. *935 CMR 500.105(9)*.
6. Written operating procedures shall be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*
7. Inventory records will be maintained as required by 935 CMR 500.105(8). *935 CMR 500.105(9)*.
8. Establishments shall keep these waste records for at least three years. *935 CMR 500.105(12)*.
9. All orders received through the website will be kept on the Bean Collective, LLC platform's cloud. Each transaction will have client information, identification, registration, purchase receipt, and analytics. All client information will be stored via cloud and only accessible by CEO Donald Rodriguez.
10. Bean Collective, LLC platform will track all seed-to-sale orders in compliance with 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*.

11. A hard copy of each order will be maintained and kept at the Bean Collective, LLC Headquarters in compliance with 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*.

12. The following personnel records shall be maintained:

- a. Job descriptions for each agent;
- b. A personnel record for each agent.
- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- d. Personnel policies and procedures; and 17
- e. All background check reports obtained in accordance with 935 CMR 500.030. *935 CMR 500.105(9)*

13. Bean Collective, LLC will also maintain all personnel's information, identification, driver's license, original application, training records, agent certification, agent recertification, and monthly employee counseling for a period of four years. This information shall be stored securely on a cloud and a hard copy will be stored at Bean Collective, LLC headquarters.

Establishments shall keep waste records for at least three years. *935 CMR 500.105(12)*

☐ Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*

☐ The following personnel records shall be maintained:

- Job descriptions for each agent;
- A personnel record for each agent.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030. *935 CMR 500.105(9)*

I. Qualification and Intended Trainings for Agents

1. Bean Collective, LLC must ensure that employees are trained on job specific duties prior to performing job functions. *935 CMR 500.105(2)*
2. All Bean Collective, LLC agents will undergo training to understand and absorb all relevant policies and procedures including specific training on security and role playing exercises, all prior to performing any job functions.
3. Training shall be tailored to the roles and responsibilities of the job function of each Bean Collective, LLC agent, and at a minimum must include a Responsible Vendor Program under *935 CMR 500.105(2)*.
4. Other training topics will include:
 - a. Driving (following distance training to avoid tailgating) (and possibly driver training by the commercial vehicle insurance carrier)
 - b. Customer service (how to handle “long-tail” circumstances including robberies, irate consumers, under-the-influence consumers)
 - c. Missed deliveries and reported problems with deliveries (consumer calls 5 minutes after drop off to complain about the order contents)
 - d. Security details
 - e. Handling delivery paperwork
 - f. Package inspection
 - g. Product knowledge
 - h. Theft prevention
 - i. Emergency procedures and disaster plan
 - j. Facility areas and allowed access (where employees can and cannot go within the facility)
5. Bean Collective, LLC will develop a continuous learning platform that will create learning goals for staff, develop work plans that stretch their ability and knowledge, and allows for a constant feedback loop where the individuals performing the tasks, have the ability to make recommendations to improve the task set and the outcome.

II. List of Anticipated Positions and their Qualifications

CEO & founder **Donald Rodriguez** is responsible for strategy and overall business operations. Donald was raised in Lowell and is a disabled veteran of the US Army, graduate of Southwest University of Business, a Realtor, and has several years of experience as a retail manager. He held many leadership roles in the US Army including Human Resources Sergeant, Cavalry Scout Team Leader, and is best suited to bring the business to the required performance and operational standards.

Elliott Antoine, THCDepotUSA.com COO, is a Boston native and veteran of the US Army. Donald, Nathan, and Elliott met at Newton South High school and the three became fast friends. Being in the Army and having played college football taught Elliott the true value of teamwork, and the meaning of hard work. He lived on the west coast for 10 years and has been immersed in every aspect of the rapidly growing cannabis industry from growing and manufacturing, to retail and distribution, finding a place within the operations world. During this time, he was also able to help grow and develop two business' in the restaurant industry, as well as managed the day to day operations of an Anesthesia practice.

Nathan Pierre, Quality assurance and operations manager, was born in Boston, MA and raised in Newton. He graduated from Newton South High school then later from Universal Tech Institute. After a 10-year career in the automotive industry, Nathan switched gears and began exploring the rapidly emerging cannabis industry of Massachusetts. Learning from some of the best growers on the east coast, and applying his technical skills, he has been able to become an accomplished grower. Through growing and consulting, Nathan has been able to put together a skillset adept at determining the best genetics, growing practices, and manufacturing processes across the wide spectrum of available cannabis products.

III. Organization Components Intended to be Developed at THC Depot USA

1. Senior leadership team
 - a. Compliance and training
2. Operations team
 - a. Scheduler and dispatch position(s)

- b. Route monitor who oversees the vehicles in the field
 - i. Tracking by GPS
 - ii. Monitoring cameras during deliveries
 - iii. Notifying the next consumer when vehicle completes a delivery
- c. Marketing Executive
 - i. Calls on RMEs and maintains the relationship with the RME
 - ii. Develops media opportunities and speaking opportunities at industry events
 - iii. Seeks to expand the client base
- d. Human Resources, Bookkeeping, and Administration
 - i. Responsible for employee recruiting, training, and welfare
- e. Customer Service
 - i. Oversees and manages Technology Platform
- f. Delivery Teams (2 person teams)
- g. Cleaner/vehicle maintenance person

IV. Training Specifications

1. Bean Collective, LLC must ensure that employees receive a minimum of eight (8) hours of ongoing training annually. *935 CMR 500.105(2)*
2. All owners, managers, and employees shall complete the Responsible Vendor Program within 90 days of being hired and at minimum, eight (8) hours of ongoing training annually.
3. While administrative employees who do not handle or sell cannabis may take the “responsible vendor” program on a voluntary basis, Bean Collective, LLC intends that all employees will complete the course.
4. Responsible Vendor Program documentation will be retained for four (4) years and will be available for inspection by the CCC and any other applicable licensing authority upon request during normal business hours. *935 CMR 500.105(2)*

I. Maintenance of Inventory

1. Bean Collective, LLC shall maintain real-time inventory (Metr) for all cannabis stored under the licensed premises or vehicles. *935 CMR 500.105(8)*
2. Bean Collective, LLC shall establish inventory controls and procedures for inventory reviews. *935 CMR 500.105(8)*
3. Bean Collective, LLC shall conduct a monthly inventory of cannabis. *935 CMR 500.105(8)*
4. Bean Collective, LLC shall conduct a comprehensive annual inventory. *935 CMR 500.105(8)*
5. Bean Collective, LLC shall promptly transcribe inventories if taken by use of an oral recording device. *935 CMR 500.105(8)*
6. Minimum inventory record requirements shall include, the date, a summary of findings, and the names, signatures, and titles of the individuals who conducted the inventory. *935 CMR 500.105(8)*
7. Bean Collective, LLC shall tag and track all cannabis seeds, clones, plants, and cannabis products, using Metr. *935 CMR 500.105(8)*
8. No cannabis may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. *935 CMR 500.105(8)*

II. Cannabis at Headquarters

1. Bean Collective, LLC will house and store products at its facility. In the event of a circumstance where the delivery route is completed drivers will return undelivered products, such products (or consumer returns) will be inventoried at Bean Collective, LLC site and stored in a safe, in a locked room, and under camera.
2. Bean Collective, LLC will maintain a log of such products and will provide such log to CCC inspectors upon request. Each log entry will explain the facts and circumstances that prohibited the delivery team from returning the product directly to the consumer.

III. Faculty Specifications

1431 Bedford st, Abington, MA

1. 3,300 square feet for office to include human resources, training, meetings, tracking and documenting of all orders, accounting, and consumer management.
2. Three bay doors for easy delivery and accessible office space.
3. Private garaged parking.

I. General Provisions

1. Bean Collective, LLC shall only hire individuals 21 years of age or older.
2. Bean Collective, LLC shall strive for a diverse workforce.
3. Bean Collective, LLC shall obey all employment laws and shall not engage in illegal discrimination of any kind.
4. Bean Collective, LLC shall give special hiring and contracting consideration to applicants who are women, veterans, minorities, LGBTQ, disabled, or from other disadvantaged group members.
5. Bean Collective, LLC will also give preference to Social Equity applicants seeking to learn the industry. All prospective employees must pass CCC screening to become a Bean Collective, LLC agent. Drivers will be subject to driving records examinations.
6. All Bean Collective, LLC agents will undergo training to understand and absorb all relevant policies and procedures including specific training on security and role playing exercised, all prior to performing any job functions. Training shall be tailored to the roles and responsibilities of the job function of each agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2).
7. Bean Collective, LLC shall have and maintain a staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)*.
8. All hired personnel are subject to a thorough background check/investigation. The checks will include but are not limited to criminal, credit and driving records.
9. All employees will be registered to receive their cannabis agent registration cards and shall maintain the cards on their person in a conspicuous manner while during hours of employment.
10. All drivers will receive a mandatory 40 hr. training course to be held at Bean Collective, LLC headquarters. As the face the company they will be trained on driving, customer service, security details, logging, package inspection, product knowledge, and theft prevention.

11. Employees must behave professionally at all times and understand the business thoroughly.
12. All employees will be assigned to the right available positions.
13. Employees will receive a livable wage.
14. All drivers are responsible for keeping a valid driver's license.
15. Employees are to maintain clean driving and criminal records. Any new charges are to be reported to Bean Collective, LLC. Bean Collective will report this new information to the CCC.
16. Failure to follow operating procedures or comply with any provision of 935 CMR 500 may result in immediate termination.
17. All employees are required to keep proper grooming and uniform. This will be inspected daily by management.

II. Employee Security Policies, Including Personal Safety and Crime Prevention Techniques

1. Only individuals engaging in activity expressly or by necessary implication permitted by these regulations and its enabling statute can remain on the premises.
2. A designated person/person will be trained on disposing of cannabis in accordance with 935 CMR 500.105(12)
3. Bean Collective, LLC shall ensure that all agents complete training prior to performing job functions.
4. Training shall be tailored to the roles and responsibilities of the job function of each Bean Collective agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2).
5. Further Training topics shall include but not be limited to:
 - a. Driving (following distance training to avoid tailgating)
 - b. Customer service (how to handle "long-tail" circumstances including robberies, irate consumers, under-the-influence consumers)
 - c. Missed deliveries

- d. Reported problems with deliveries (consumer calls 5 minutes after drop off to complain about the order contents)
 - e. Security details
 - f. Handling delivery paperwork
 - g. Package inspection
 - h. Product knowledge
 - i. Theft prevention
 - j. Emergency procedures and disaster plan
 - k. Facility areas and allowed access
6. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies will be posted at Bean Collective headquarters. Employees will be trained on what to do in case of an emergency before they can start working for Bean Collective, LLC. Drivers will be issued an emergency contact card containing phone numbers for local authorities and management. Management will be responsible for reporting all incidents to the CCC.
7. A description of the Bean Collective, LLC's hours of operation and after-hours contact information, shall be provided to the CCC, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
8. Conspicuous signage at Bean Collective headquarters shall read, "No Cannabis or Cash is Stored on Premises."
9. Drivers shall be trained to handle robbery situations in the safest possible manner.
10. No drivers or passengers shall be armed in the delivery vehicles.
11. Body cameras shall be worn at all times.
12. Drivers shall obey all traffic laws and wear seatbelts at all times when making deliveries.
13. There shall be a limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation.
14. Doorzip's website will receive orders 24/7. However Bean Collective, LLC delivery hours will be from 8 am to 8 PM. Drivers will work in pairs and on a

chalk rotation. The first team will leave at 8:00 AM. All orders received from the night before and till that time, will be delivered then. A second chalk or team will leave at 1:00 PM. A third chalk or team will leave at 5:00 PM. More teams of drivers will be added to facilities based on demand and driving time. Bean Collective will not deliver past the issued delivery curfew.

III. Alcohol, smoke, and drug-free workplace policies. 935 CMR 500.105(1)

1. Bean Collective, LLC will maintain and post alcohol, smoke, and drug-free workplace policies. Personnel will also receive these policies in pre-employment training. All facilities to include vehicles will be alcohol and drug free. Both driver's and administrative personnel cannot consume any alcohol or drugs during or before scheduled work. Neither driver is authorized to do any activities that may hinder their driving capabilities. This includes but not limited the consumption of alcohol, drug, or cannabis products. No driver can smoke in vehicles. Violation of any security polices, or general policies can and will result in immediate termination.

IV. Policy for the immediate dismissal of any agent who has diverted cannabis, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)

1. Bean Collective, LLC shall immediately dismiss any employee or marijuana establishment agent who has:
 - a. Diverted cannabis, which shall be reported to law enforcement officials and to the CCC;
 - b. Engaged in unsafe practices with regard to operation of Bean Collective, LLC, which shall be reported to the CCC; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

V. Plan for how confidential information will be maintained. 935 CMR 500.105(1)

1. All confidential information stored in electronic form shall be encrypted, password protected, and backed up, consistent with industry standards.
2. All paper documents containing confidential information shall be conspicuously marked “CONFIDENTIAL” in all capital letters.
3. As condition of employment, employees will agree, in writing, not to distribute or publicize any confidential information obtained in the course of employment.
4. All orders received through the Bean Collective, LLC website will be kept on Bean Collective’s platform’s cloud. Each transaction will have client information, identification, registration, purchase receipt, and analytics.
5. All client information will be stored via cloud and only accessible by CEO Donald Rodriguez, except as needed in the regular course of business.
6. Administrative, Managerial, and Driver personnel will have access to information as it pertains to each order.
7. All orders through Bean Collective, LLC platform will automatically be sent to the dispensary for packaging and tracking of the order. The dispensary will contact the consumer with any issues regarding the order, and or registration. The dispensaries will be responsible for packaging of the order and tracking the order for their own records.
8. Once drivers receive the package, they will sign for it, check the order, and package to ensure order accuracy. They will then log the order into their vehicle’s storage log. From there any orders removed from the lockbox must be inserted into the lock box’s daily log. At the end of their shift drivers will return all cancelled orders to their perspective depots which will sign for the cancelled order. Both driver and management will sign the original log.
9. At the end of delivery route drivers will return a hard copy of the log to Bean Collective, LLC headquarters.
10. Vehicle inspection sheet, vehicle mileage, body cameras, fuel receipts, lockbox log, and order tickets will be filed with Bean Collective, LLC headquarters for state inspection. Bean Collective will maintain these records for a minimum period of four years.

VI. Personnel Information Maintenance

1. Bean Collective will maintain all personnel's information, identification, driver's license, original application, training records, agent certification, agent recertification, and monthly employee counseling for a minimum period of four years. This information shall be stored on a cloud and a hard copy will be stored at Bean Collective, LLC headquarters in a locked container.
2. Information shall be stored in a manner so that it can be quickly provided to regulators of law enforcement;
3. Said information shall be maintained as confidential records.

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:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; 935 CMR 500.105(9)

☐ 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; 935 CMR 500.105(9)

☐ Documentation of periodic performance evaluations; and a record of any disciplinary action taken; 935 CMR 500.105(9)

☐ Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). 935 CMR 500.105(9)

☐ Personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. 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; 935 CMR 500.105(9)

☐ All background check reports obtained in accordance with M.G.L c. 6 § 172, 935

CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). 935 *CMR 500.105(9)*

I. Relationship with Retail Marijuana Establishments

1. Bean Collective LLC intends to contract with licensed marijuana distributors to provide home delivery services to consumers of www.Doorzips.com. These arrangements will be evidenced by a written Wholesale Agreement.
2. All cannabis delivered by Bean Collective LLC shall be obtained from a licensed distributor. *935 CMR 500.145(1)*
3. Bean Collective LLC shall only obtain cannabis for delivery from a licensed distributor with which it has a Wholesale Agreement. *935 CMR 500.145(1)*
4. The Wholesale Agreement sets forth the relationship between the distributor and delivery agent, costs, scheduling process, delivery procedures relevant to the distributor, and other related information.
5. The CCC shall be notified in writing within five business days of any substantial modification to a Wholesale Agreement. *935 CMR 500.145(1)*

II. Delivery Restrictions

1. All individuals delivering cannabis for Bean Collective LLC directly to consumers shall be employees of Bean Collective LLC. *935 CMR 500.145(1)*

*directly means the product is loaded into Bean Collective LLC delivery vehicle and only leaves the vehicle upon delivery to the consumer – delivery vehicles will follow routes based upon multiple orders to be delivered. Hence, an order may not go “directly” to a consumer but will not leave the delivery vehicle until delivered to that consumer.

2. Bean Collective LLC shall deliver cannabis only to the residence address provided. *935 CMR 500.145(2)*
3. Bean Collective LLC shall not deliver cannabis to any person other than the consumer who ordered the cannabis, or to minors. *935 CMR 500.145(3)*. Bean Collective LLC will only deliver to authorized locations.
4. Deliveries of cannabis by Bean Collective LLC shall be geographically limited to:

- a. The municipality identified as the Marijuana Establishment License's place of business;
 - b. Any municipality which allows for retail within its borders whether or not one is operational;
 - c. Any municipality which after receiving notice from the CCC, has notified the CCC that delivery may operate within its borders. *935 CMR 500.145(1)*
5. Bean Collective LLC will not deliver to college or university dormitories; or federal public housing identified at <https://resources.hud.gov/>. *935 CMR 500.145(2)*
6. Bean Collective LLC is prohibited from delivering cannabis without a specific order destined for an identified residence.
7. Bean Collective LLC shall only deliver one individual order, per consumer, during each delivery. *935 CMR 500.145(2)*
8. Bean Collective LLC shall not deliver to the same consumer at the same residence more than once each calendar day and only during authorized delivery hours. *935 CMR 500.145(2)*
9. Limitations on the time for delivery shall comply with all municipal bylaws and ordinances, provided however, that all deliveries of cannabis must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first. *935 CMR 500.145(1)*
10. Deliveries of cannabis shall not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance. *935 CMR 500.145(1)*
11. Bean Collective LLC is prohibited from delivery of more cannabis to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1) (state-mandated legal limit of one ounce of cannabis or its dry-weight equivalent, or five grams of cannabis concentrate). *935 CMR 500.145(2)*
12. An individual order shall not exceed one ounce of cannabis or its dry-weight equivalent. *935 CMR 500.145(2)*

13. The individual order shall only be delivered to the individual consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). *935 CMR 500.145(2)*
14. Each delivery consumer shall sign the manifest confirming the products delivered. The delivery agent shall verify that the consumer's signature affixed to the manifest matches the signature on the government-issued photo identification presented.
15. Bean Collective LLC will only deliver shelf-stable cannabis products. Cannabis products that are perishable or time and temperature controlled to prevent deterioration shall not be delivered. *935 CMR 500.145(2)*
16. Bean Collective LLC will not deliver to any consumer who has not established an account for delivery through pre-verification of the consumer's identification by the Bean Collective LLC. *935 CMR 500.145(3)*
17. Prior to departing from the depot with the packaged orders, the delivery agent shall review each order's written manifest and confirm an order does exist.
18. Bean Collective LLC may refuse to deliver, or to complete a delivery of, cannabis products, to a consumer if the establishment or agent believes the consumer or public would be placed at risk. *935 CMR 500.140(5)*
19. The maximum retail value of cannabis products in any of Bean Collective LLC designated home delivery vehicles at any one time shall be \$10,000. *935 CMR 500.145(1)*
20. All home deliveries of cannabis products shall be tracked using the CCC-designated system of record for tracking cannabis products, seed-to-sale. *935 CMR 500.145(1)*.
21. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by Bean Collective LLC. *935 CMR 500.145(2)*

III. Non-delivered, Refused, or Returned Product

1. Any cannabis that is undeliverable, refused, or returned by the consumer shall be transported back to the originating RME retailer that provided the product once all other deliveries included on a delivery manifest have been made. *935 CMR 500.145(2)*

It shall be the responsibility of the Bean Collective LLC to ensure that any undelivered product is returned to the appropriate depot and retained by Bean Collective LLC. *935 CMR 500.145(2)*

IV. Delivery Vehicles

1. Delivery vehicles will be controlled (owned, leased, or rented) by Bean Collective LLC and will have adequate security and tracking features (see security plan).
2. Where cash is carried by a Bean Collective LLC vehicle, cash shall be stored in a small, secure, locked compartment. *935 CMR 500.145(1)*

V. Delivery Operator

1. Bean Collective LLC will stock cannabis products and will not have a retail location accessible to the public. *935 CMR 500.050(10)*

VI. Consumer Registration

1. The consumer will register with www.Doorzips.com through means and methods approved by the CCC.
2. Bean Collective LLC intends to allow consumers to register through its technology platform whereupon Bean Collective LLC will store the digital Customer Information File (CIF).
3. Only consumers 21 years of age or older will be allowed to enter Bean Collective LLC website or register.
4. Bean Collective LLC website is www.Doorzips.com.

5. Registration will require uploading a valid government-issued identification means (that has a picture, signature, and date of birth). As part of the registration process, consumers will be required to check boxes acknowledging that:
 - a. Drivers* cannot and will not deliver to any educational institutions
 - b. Drivers cannot and will not deliver to federal housing facilities
 - c. Drivers can and will only deliver to the consumer's registered residential address
 - d. Drivers cannot and will not leave cannabis product with anyone under the age of 21
 - e. Delivery agents must wear body cameras to record the delivery transaction
 - f. Delivery agents must confirm an ID at the time of the delivery transaction
 - g. Drivers cannot and will not deliver to persons who appear intoxicated or otherwise under the influence of a controlled substance (alcohol, cannabis, or narcotics) 935 CMR 500.110(8)

* which term includes delivery agents

VII. Consumer Orders

1. Consumers can generate orders directly through the Bean Collective LLC technology platform, or through a Third-Party Technology Platform identified to the CCC under 935 CMR 500.145(1)(e). All orders will be routed to the appropriate RME retailer. *935 CMR 500.145(2)*
2. Orders for home delivery shall be received- and transmitted to Bean Collective LLC for delivery to a residence. *935 CMR 500.145(2)*
3. Bean Collective LLC for consumer transactions shall use best efforts to implement platforms for the electronic payment of funds. *935 CMR 500.145(1)*
4. Prior to the first individual order, Bean Collective LLC shall have the government-issued photo identification the consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the originating depot. *935 CMR 500.145(3)*
5. Depots will assemble and package all orders, all properly labeled with the consumer's identifying information (for privacy purposes, depots may elect to list a consumer number as the "sold to" and a manifest number, and omit the

consumer name and delivery address) and prepare and print a hard copy manifest for each order.

6. The manifest will set forth the consumer's name, delivery address, if practical, a picture of the consumer's ID card, and the products to be delivered. A Bean Collective LLC driver will retrieve all orders and manifests from the depot and will check the orders against the manifests and confirm the delivery data matches between the manifest and the consumer packages before leaving the depot.
7. Pre-verification of the consumer's identification shall be performed in-person at the depot's physical location or through a CCC approved electronic means and shall include examination of the consumer's valid, unexpired government-issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d). *935 CMR 500.145(3)*
8. As driver confirms the data, the delivery agent (2nd person in vehicle), will observe and confirm the data. All orders are placed in a secure area of the delivery vehicle for transport.

VIII. Technology Platform

1. Bean Collective LLC hopes to develop its own technology platform to facilitate the ordering of cannabis products by consumers and expects that other Social Equity home delivery licensees will elect to participate in its technology platform.
2. Any such technology platform developed by Bean Collective LLC will reside in a separate legal entity though for clarity, disclosure, and purposes of this plan document, will be referred to as the Bean Collective LLC technology platform.
3. Bean Collective LLC and RME retailer may use a Third-party Technology Platform Provider to facilitate the ordering of cannabis by consumers. *935 CMR 500.145(1)*
4. The CCC shall be notified in writing within five days of any substantial modification to an agreement between a Bean Collective LLC and a Third-party Technology Platform Provider. *935 CMR 500.145(1)*

5. Any technology platform developed or used by Bean Collective LLC will comply with privacy and consumer protection standards established by the CCC pursuant to 935 CMR 500.145(1).
6. The CCC shall be notified in writing of an ongoing basis of any new or additional or assigned agreements between Bean Collective LLC and a Third-party Technology Platform Provider within five days. *935 CMR 500.145(1)*

IX. Delivery Process and Security

1. Bean Collective LLC will receive the delivery list electronically from www.Doorzipt.com and will optimize the route.
2. The optimized route will be sent to the delivery vehicle electronically.
3. A Bean Collective LLC driver will be responsible for driving to the location while a Bean Collective LLC delivery agent will observe traffic and navigate using GPS, handle live time consumer interactions, and vehicle/inventory security.
4. The delivery agent will be the only one with access to the product security box. Hence, when one member of the delivery team is alone in the vehicle, they will not be able to access the secured inventory box.
5. Shortly before arrival, the delivery agent will text or phone the consumer that the delivery team will be arriving within 3 minutes. Upon arrival the delivery agent will unlock and open the lockbox, retrieve the package and confirms it matches the delivery manifest.
6. An internal camera will record removal of the order from the product security box. As one team member brings the order to the consumer, the other team member remains in the vehicle alert and with all doors locked.
7. The delivery agent will bring the order to the consumer's doorway. Delivery agents are not allowed within the private area of the residence.
8. The delivery agent shall verify the age and identity of the consumer at the time at which the cannabis is delivered to the consumer at a residence to ensure that cannabis is not delivered to individuals younger than 21 years old. *935 CMR 500.145(3)*

9. Prior to relinquishing custody of the cannabis to the consumer, the Bean Collective LLC Agent conducting the delivery shall verify that the identification of the consumer receiving the cannabis matches the pre-verified identification of the consumer who placed the order for delivery by:
 - a. Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
 - b. Viewing proof of order generated at the time of order; and
 - c. Receiving the signature of the consumer who ordered the cannabis on the manifest for the cannabis and verifying that the signature matches the government-issued photo identification presented. *935 CMR 500.145(3)*
10. The delivery agent will confirm the order is sealed and ask the consumer whether the consumer wants to open, inspect, and check the order. Once these steps are completed, the delivery agent will hand the order over to the consumer, but not before.
11. If the order is not prepaid, the delivery agent will handle payment but will only accept exact change. Cash payments will be placed in an envelope, sealed, and marked with the order number. These envelopes will be deposited into a secure compartment in the delivery vehicle.
12. Every effort shall be made to minimize the amount of cash carried in a Bean Collective LLC vehicle at any one time. *935 CMR 500.145(1)*
13. The cash storage compartment shall be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of cannabis. *935 CMR 500.145(4)*. The driver will inspect the delivery manifest, make certain it appears completed correctly, and will place the signed manifest into a file folder.
14. The agents will text dispatch that the order has been completed and that the agents are on route to the next consumer. Dispatch will inform the next consumer by text (with copy to the delivery agent), that the delivery team is leaving their current stop and should arrive within X minutes.
15. Internal operating procedures will always focus on developing a smooth process, setting consumer expectations, and keeping consumers informed.

16. After all deliveries are completed, the delivery team directly to the Bean Collective LLC facility.
17. All orders will be logged as necessary, and the team will head out for their next route.

X. Breaks and Refueling

1. One driver must always stay in the vehicle during food, bathroom, or other breaks.
2. At no time should a delivery team member:
 - a. Obstruct a camera view
 - b. Engage in any activities that can hamper safety
 - c. Consume alcohol or cannabis while on the job – even on breaks
 - d. Smoke or otherwise consumer alcohol or cannabis in the vehicle
 - e. The driver's cell phone with reside with the delivery agent whenever the vehicle is in operation and the driver's cell phone will be synchronized with the vehicle's wireless connection
3. Accidents or incidents must be reported immediately to dispatch and the local police.
4. Violation of any polices will result in immediate termination.
5. Refueling of the vehicle will be completed by one delivery agent while the other remains in the locked vehicle.

XI. Emergency

1. Each vehicle will include a binder that will list:
 - a. Phone numbers by town for police and fire services
 - b. Emergency service contacts in the event of a mechanical or other failure of the delivery vehicle (tow vehicle, etc.)

Bean Collective LLC

Diversity Plan

Bean Collective LLC understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse workplace is created and maintained at Bean Collective.

It is a policy of Bean Collective to promote equity among minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community in the operation of its business. To the extent permissible by law, Bean Collective will make part-time and full-time jobs available to minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. Bean Collective will deploy a plan for enhancing diversity and equity within the organization through several various outreach efforts.

Specifically, as it relates to its own internal practices, Bean Collective will implement the following goals in connection with its Diversity Plan:

Goals:

- Bean Collective endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and members of the LGBTQ+ community. As Bean Collective hires new employees, it shall be a goal of Bean Collective to employ individuals as follows:
- 50% Minorities
- 25% Women
- 25% LGBTQ+
- 10% Individuals with disabilities and
- 10% Veterans.

Further, Bean Collective will seek to employ individuals that fall under the categories of minorities; women; veterans; people with disabilities; and people who identify as LGBTQ.

- It shall be a goal of Bean Collective to offer 100% of Bean Collective's opportunities for advancement to management and executive positions internally, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
 - Bean Collective aims to cultivate diversity in its supply chain and ancillary services and will engage with diverse vendors and vendors committed to the same goals of promoting equity, diversity, inclusion and anti-racism in cannabis industry. It shall be a goal of Bean Collective to retain vendors as follows:
 - 50% Minorities
 - 25% Women
 - 25% LGBTQ+ and
 - 10% Veteran.
-

It shall be a goal of Bean Collective to retain suppliers as follows:

- 50% Minorities
- 25% Women
- 25% LGBTQ+ and
- 10% Veteran.

It shall be a goal of Bean Collective to retain contractors as follows:

- 50% Minorities
- 25% Women
- 25% LGBTQ+ and
- 10% Veteran.

Bean Collective will appoint a member of senior management to conduct periodic evaluations of its goals and will amend its policies and procedures as necessary in order to better accomplish the goals set out in this Diversity Plan.

Programs:

In order to achieve the diversity goals stated above, Bean Collective shall implement the following programs:

Workforce

- To ensure it has the opportunity to interview, and hire a diverse staff after our initial harvest, Bean Collective will post notices for part-time and full-time positions in online resources such as Indeed.com, Zip Recruiter and other social media platforms. Bean Collective will also post a notice at the Abington City Hall for all part-time and full-time positions. The notices will state that Bean Collective is specifically looking for women, minorities, members of the LGBTQ+ community, veterans and persons with disabilities to work for Bean Collective.
- Provide monetary incentives for current employees to refer and recruit peers and individuals from diverse backgrounds.
- Require annual employee education on diversity and implicit biases. Initially, training will be provided internally, but as the company grows, an external consultant may be retained to provide said diversity training.
- Provide an annual survey to employees which will include a section on inclusivity, diversity, and workplace environment within Bean Collective.
- Conduct exit interviews to determine reason for leaving and to request feedback on inclusivity, diversity, and workplace environment within Bean Collective.

Vendors/Wholesalers/Contractors

- Utilize the Massachusetts Supplier Diversity Office (SDO) directory of certified businesses to identify business to work with;
- Work with businesses that identify themselves as minority-owned, womenowned, veteran-owned, disabled-owned, or LGBTQ-owned;
- Train managers on identifying and contracting with diverse businesses
- Give preference to vendors, suppliers, and contractors whose owners/employees are a majority minorities, women, veteran and/or LGBTQ+.

Measurements:

To the extent reasonably practicable and as allowed by law, Bean Collective shall implement the following measurements:

Pursuant to 935 CMR 500.103(4)(a) Bean Collective's senior management shall prepare an annual report identifying Bean Collective's efforts to encourage diversity in the workplace, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this Diversity Plan. Specifically, this report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation, and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- a. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license, and this number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within the target demographic groups;
- b. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- c. Number of jobs created since initial licensure;
- d. Summary of job satisfaction data derived from annual surveys and exit interviews;
- e. Number of postings in diverse publications or general publications with supporting documentation;
- f. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance; and
- g. Number of vendors, suppliers and contractors that fall within the target demographic groups.

Bean Collective affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

