



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285072
Original Issued Date: 08/01/2025
Issued Date: 08/01/2025
Expiration Date: 08/01/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Floor XIII Medicinals, LLC

Phone Number: 321-202-1714 Email Address: ryan@floorxiii.com

Business Address 1: 403 Riverside Avenue

Business Address 2:

Business City: Medford

Business State: MA

Business Zip Code: 02155

Mailing Address 1: 1235 VFW Parkway

Mailing Address 2: #409

Mailing City: West Roxbury

Mailing State: MA

Mailing Zip Code: 02132

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 41.55

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Ryan

Last Name: Campbell

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 41.55

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Joshua

Last Name: Hechter

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Black Lotus LLC

Entity DBA:

Email: ryan@floorxiii.com Phone: 321-202-1714

Address 1: 122 Greenwood Drive

Address 2:

City: South Windsor

State: CT

Zip Code: 06074

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided: \$200000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 0 & 403 Riverside Avenue

Establishment Address 2:

Establishment City: Medford

Establishment Zip Code: 02155

Approximate square footage of the establishment: 19000

How many abutters does this property have?: 23

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Floor XIII_Plan to Remain Compliant with Local Zoning.pdf	pdf	65fb45f85e8779000878b721	03/20/2024

Community Outreach Meeting Documentation	Floor XIII_Community Outreach Meeting Attestation and Documentation.pdf	pdf	668c258e34e0e30007a11d49	07/08/2024
Community Outreach Meeting Documentation	Re_Permission to Host Virtual Community Outreach Meeting.pdf	pdf	668c2599f801a70008b3eb41	07/08/2024
Executed HCA	Floor XIII signed HCA 12.23.24 fully executed.pdf	pdf	6776d9b66c565400084995ad	01/02/2025
Community Outreach Meeting Documentation	FW_ Request for More Information (RFI2) Floor XIII Medicinals, LLC-MRN285072.pdf	pdf	679b9ff3aa85921185a1c3b8	01/30/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Floor XIII_Positive Impact Plan.pdf	pdf	66042f9dce0efe000918d39a	03/27/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:
 Entity Legal Name: Black Lotus LLC Entity DBA:
 Entity Description: Limited Liability Company
 Phone: 321-202-1714 Email: ryan@floorxiii.com
 Primary Business Address 1: 122 Greenwood Drive Primary Business Address 2:
 Primary Business City: South Windsor Primary Business State: CT Principal Business Zip Code: 06074
 Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Floor XIII_Certificate of Organization and Amendment.pdf	pdf	65f4b2545e877900087424a0	03/15/2024
Department of Unemployment Assistance - Certificate of Good standing	Floor XIII_DUA Cert of Good Standing Attestation.pdf	pdf	660c5b75ce0efe00091f29f7	04/02/2024
Secretary of Commonwealth - Certificate of Good Standing	Floor XIII_SoC CoGS_5.8.24.jpg	jpeg	66426ad072e8c00008a0879d	05/13/2024
Department of Revenue - Certificate of Good standing	Floor XIII_DoR CoGS_5.30.24.pdf	pdf	665a0754368f1200084b806a	05/31/2024
Articles of Organization	Floor XIII_PDIC Attestation_Walter Hill.pdf	pdf	6696b3c26f40110008f530ae	07/16/2024
Bylaws	Floor XIII_Operating Agreement.pdf	pdf	678708490eafc0f977dd125f	01/14/2025
Bylaws	Floor XIII_Member Schedule.pdf	pdf	67870a7d12d21c82741b350b	01/14/2025

No documents uploaded

Massachusetts Business Identification Number: 001641671

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Floor XIII_Plan for Obtaining Liability Insurance.pdf	pdf	65fb465d5e8779000878b7e4	03/20/2024
Business Plan	Floor XIII_Business Plan.pdf	pdf	66046a57d4cf610008054a90	03/27/2024
Proposed Timeline	Floor XIII_Proposed Timeline.pdf	pdf	6776e4a1e5a9060008555f8d	01/02/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Floor XIII_Plan for Obtaining Marijuana.pdf	pdf	65fb4680c61a500008a1dc3d	03/20/2024
Restricting Access to age 21 and older	Floor XIII_Plan for Restricting Access.pdf	pdf	65fb4692c61a500008a1dc7b	03/20/2024
Security plan	Floor XIII_Security Plan.pdf	pdf	65fb469f5e8779000878b8ab	03/20/2024
Storage of marijuana	Floor XIII_Storage of Marijuana.pdf	pdf	65fb46b65e8779000878b946	03/20/2024
Transportation of marijuana	Floor XIII_Transportation.pdf	pdf	65fb46bf5e8779000878b960	03/20/2024
Inventory procedures	Floor XIII_Inventory Procedures.pdf	pdf	65fb46cac61a500008a1dcdb	03/20/2024
Quality control and testing	Floor XIII_Quality Control and Testing.pdf	pdf	65fb46d55e8779000878b974	03/20/2024
Dispensing procedures	Floor XIII_Dispensing Procedures.pdf	pdf	65fb46e35e8779000878b988	03/20/2024
Personnel policies including background	Floor XIII_Personnel Policies.pdf	pdf	65fb46ee5e8779000878b99c	03/20/2024

checks					
Record Keeping procedures	Floor XIII_Recordkeeping Procedures.pdf	pdf	65fb46f95e8779000878b9b6	03/20/2024	
Maintaining of financial records	Floor XIII_Maintaining Financial Records.pdf	pdf	65fb4703c61a500008a1dcf8	03/20/2024	
Qualifications and training	Floor XIII_Qualifications and Training.pdf	pdf	65fb4715c61a500008a1dd0c	03/20/2024	
Energy Compliance Plan	Floor XIII_Energy Compliance Plan.pdf	pdf	65fb471f5e8779000878b9ca	03/20/2024	
Diversity plan	Floor XIII_Diversity Plan.pdf	pdf	66042fc9d4cf61000804b663	03/27/2024	
Prevention of diversion	Floor XIII_Prevention of Diversion.pdf	pdf	668c076af801a70008b3a140	07/08/2024	

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 9:00 PM

Tuesday From: 10:00 AM Tuesday To: 9:00 PM

Wednesday From: 10:00 AM Wednesday To: 9:00 PM

Thursday From: 10:00 AM Thursday To: 9:00 PM

Friday From: 10:00 AM Friday To: 9:00 PM

Saturday From: 10:00 AM Saturday To: 9:00 PM

Sunday From: 11:00 AM Sunday To: 6:00 PM

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Floor XIII Medicinals, LLC (“Floor XIII”) will remain compliant at all times with the local zoning requirements set forth in the City of Medford’s Zoning Ordinance, Floor XIII’s proposed Marijuana Retailer is located in the Industrial Zoning District, where Marijuana Retailers are allowed pursuant to receipt of a Special Permit.

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

As required by Medford’s Zoning Ordinance, Floor XIII will apply for a Special Permit from the local Special Permit Granting Authority (which is the Medford Zoning Board of Appeals). In accordance with MGL Ch. 40A § 9, the Special Permit shall lapse within three years if construction has not begun by such date except for good cause.

Floor XIII will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Floor XIII will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Floor XIII’s proposed location.

Floor XIII has already attended several meetings with various municipal officials and boards to discuss Floor XIII’s plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with Medford. Floor XIII will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Floor XIII’s Marijuana retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication: 11/23/23

b. Name of publication: Medford Transcript

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: 11/29/23

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: 11/29/2023

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

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

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



Name of applicant:

Floor XIII Medicinals, LLC

Name of applicant's authorized representative:

Ryan Campbell

Signature of applicant's authorized representative:

Ryan Campbell
Ryan Campbell (Dec 11, 2023 15:17 EST)



<https://us02web.zoom.us/rec/share/ruSH6nqL5P6p6XSdZ2Y5elQfRDvZl3AHs4oTJGt3CqdXxTTujikD1NrTCjk1FSr4.9p6CcCdFBdK5GGzg>
Passcode: R%\$0\$.83

There were 2 attendees from the community.

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Vicente Sederberg Llp
1115 BROADWAY
12TH FLOOR
NEW YORK NY 10010

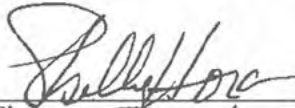
STATE OF MASSACHUSETTS, COUNTY OF MIDDLESEX

The Medford Transcript, a newspaper printed and published in the city of Medford, and of general circulation in the County of Middlesex, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

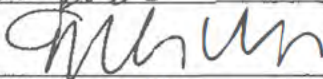
11/23/2023

and that the fees charged are legal.

Sworn to and subscribed before on 11/23/2023



Legal Clerk



Notary, State of WI, County of Brown

8.75.26

My commission expires

Publication Cost: \$197.69

Order No: 9536821

of Copies:

Customer No: 707289

-1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

COMMUNITY OUTREACH MEETING

LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Floor XIII Medicinals, LLC will hold a Virtual Community Outreach Meeting on December 7, 2023 at 5:30 PM to discuss the proposed siting of an Adult Use Retail Cannabis Establishment at 403 Riverside Ave, Medford MA 02155.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

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

Join Zoom Meeting:
<https://us02web.zoom.us/j/88263366065>
Telephone Dial In: +1 646 931 3860 | Webinar ID: 882 6336 6065

AD#9536821
Transcript & Journal
11/23/2023

Attachment B

From: [Adam Hurtubise](#)
To: [Bridgette Nikisher](#)
Subject: RE: Notice of Public Meeting
Date: Wednesday, November 29, 2023 1:37:15 PM
Attachments: [image001.png](#)
[external.png](#)

 External email >

This is posted.

I also received the e-mail that you sent to the City Council, and I can confirm receipt of that one, too.

Adam

From: Bridgette Nikisher <b.nikisher@vicentellp.com>
Sent: Wednesday, November 29, 2023 1:31 PM
To: Adam Hurtubise <ahurtubise@medford-ma.gov>
Subject: Notice of Public Meeting

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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Please note: The Commonwealth of Massachusetts considers most electronic communications to and from public employees to be public records and disclosable under the Massachusetts Public Records Law and its regulations. *Please consider the environment before printing this email.*

NOTICE OF COMMUNITY OUTREACH MEETING

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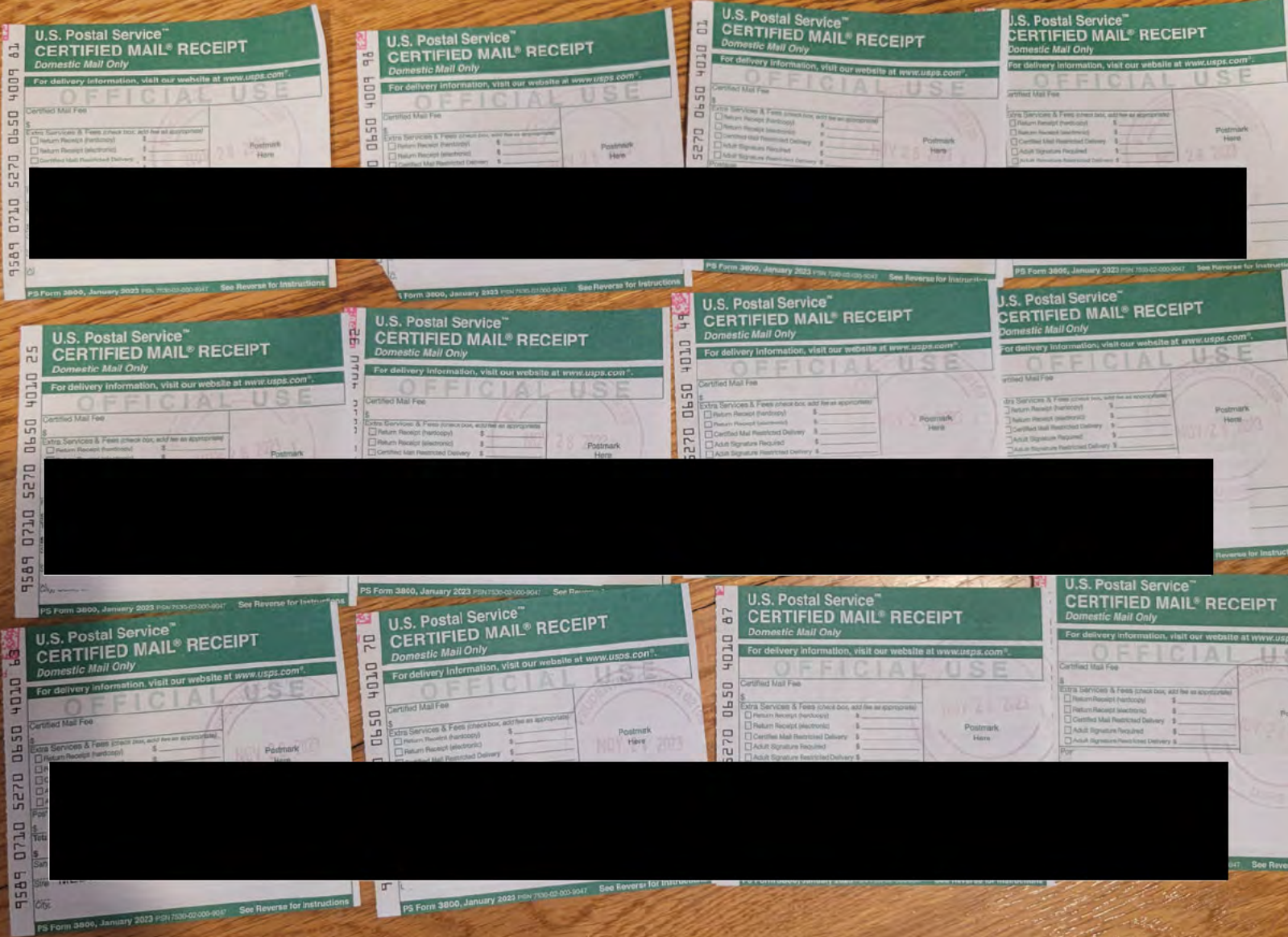
This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

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

Join Zoom Meeting: <https://us02web.zoom.us/j/88263366065>

Telephone Dial In: +1 646 931 3860 | Webinar ID: 882 6336 6065

Attachment C



Attachment C



Attachment C

NOTICE OF COMMUNITY OUTREACH MEETING

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Join Zoom Meeting: <https://us02web.zoom.us/j/88263366065>

Telephone Dial In: +1 646 931 3860 | Webinar ID: 882 6336 6065







Floor XIII Medicinals LLC - COM Attestation_Redacted

Final Audit Report

2023-12-11

Created:	2023-12-11
By:	Bridgette Nikisher (b.nikisher@vicentesederberg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-vCIZ4byu-t5cY1f_AI2CujAxlCanYS

"Floor XIII Medicinals LLC - COM Attestation_Redacted" History

-  Document created by Bridgette Nikisher (b.nikisher@vicentesederberg.com)
2023-12-11 - 3:52:54 AM GMT- IP address: 100.33.18.39
-  Document emailed to ryan@blacklotusllc.com for signature
2023-12-11 - 3:53:09 AM GMT
-  Email viewed by ryan@blacklotusllc.com
2023-12-11 - 8:16:54 PM GMT- IP address: 70.188.170.168
-  Signer ryan@blacklotusllc.com entered name at signing as Ryan Campbell
2023-12-11 - 8:17:37 PM GMT- IP address: 70.188.170.168
-  Document e-signed by Ryan Campbell (ryan@blacklotusllc.com)
Signature Date: 2023-12-11 - 8:17:39 PM GMT - Time Source: server- IP address: 70.188.170.168
-  Agreement completed.
2023-12-11 - 8:17:39 PM GMT

From: [Alicia Hunt](#)
To: [Mayor Public Account](#); [Bridgette Nikisher](#)
Cc: [Janice Spencer](#); [Brandon Kurtzman](#); [Tim Callahan](#); [Viktor Schrader](#)
Subject: Re: Permission to Host Virtual Community Outreach Meeting
Date: Sunday, November 12, 2023 6:01:27 PM
Attachments: [image001.png](#)
[external.png](#)

 External email >

Hi,

Upon further review, we realized that we previously approved community meetings to be either virtual or in person. Therefore, we are fine with this being virtual. Please coordinate the scheduling with me to not conflict with any major city meetings, and to have it on the city calendar and outreach.

Thank you,
Alicia

Alicia L Hunt
Director of Planning, Development & Sustainability
City of Medford
ahunt@medford-ma.gov
781-393-2480

She/her

Please note: The Commonwealth of Massachusetts considers most electronic communications to and from public employees to be public records and disclosable under the Massachusetts Public Records Law and its regulations. *Please consider the environment before printing this email.*

From: Mayor Public Account <mayor@medford-ma.gov>
Date: Monday, November 6, 2023 at 6:30 AM
To: Bridgette Nikisher <b.nikisher@vicentellp.com>
Cc: Janice Spencer <jspencer@medford-ma.gov>, Brandon Kurtzman <b.kurtzman@vicentellp.com>, Tim Callahan <t.callahan@vicentellp.com>, Viktor Schrader <vschrader@medford-ma.gov>, Alicia Hunt <ahunt@medford-ma.gov>
Subject: Re: Permission to Host Virtual Community Outreach Meeting

Bridgette,

My apologies for not realizing.
Our prior community meetings have been in person or hybrid I believe. I'm looping in our planning team who helped organize.

I think we should follow the same path to stay consistent.

Thanks,
Breanna

Sent from my iPhone

On Nov 5, 2023, at 9:35 AM, Bridgette Nikisher <b.nikisher@vicentellp.com> wrote:

Hi,

Yes, the proposed location is 403 Riverside Ave.

Best,

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

From: Mayor Public Account <mayor@medford-ma.gov>

Sent: Saturday, November 4, 2023 7:47 AM

To: Bridgette Nikisher <b.nikisher@vicentellp.com>

Cc: Janice Spencer <jspencer@medford-ma.gov>; Brandon Kurtzman
<b.kurtzman@vicentellp.com>; Tim Callahan <t.callahan@vicentellp.com>

Subject: Re: Permission to Host Virtual Community Outreach Meeting

Is this on Riverside Ave?

Sent from my iPhone

On Nov 1, 2023, at 10:31 AM, Bridgette Nikisher
<b.nikisher@vicentellp.com> wrote:

Hi,

Yes, I am reaching out on behalf of Floor XIII Medicinals so that it can fulfill its Community Outreach Meeting obligations with the Cannabis Control Commission. Floor XIII Medicinals has already secured a Host Community Agreement with Medford.

As part of Floor XIII Medicinals' obligations to the Commission (and because Floor XIII intends to hold the Community Outreach Meeting virtually), the Commission asks applicants to confirm with the host municipality that it is acceptable for that meeting to be held virtually (even though it is technically a Commission requirement). Would they be allowed to host this meeting virtually?

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

[<image001.png>](#)

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

From: Mayor Public Account <mayor@medford-ma.gov>

Sent: Wednesday, November 1, 2023 9:15 AM

To: Bridgette Nikisher <b.nikisher@vicentellp.com>

Cc: Janice Spencer <jspencer@medford-ma.gov>; Brandon Kurtzman <b.kurtzman@vicentellp.com>; Tim Callahan <t.callahan@vicentellp.com>

Subject: Re: Permission to Host Virtual Community Outreach Meeting

We have already reached Community Host agreements with our 3. Are you involved with one of those?

Sent from my iPhone

On Nov 1, 2023, at 9:13 AM, Bridgette Nikisher
<b.nikisher@vicentellp.com> wrote:

Hi,

This would be an applicant for an adult-use retailer.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

<image001.png>

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

From: Mayor Public Account <mayor@medford-ma.gov>

Sent: Wednesday, November 1, 2023 9:10 AM

To: Bridgette Nikisher <b.nikisher@vicentellp.com>

Cc: Janice Spencer <jspencer@medford-ma.gov>; Brandon Kurtzman <b.kurtzman@vicentellp.com>; Tim Callahan <t.callahan@vicentellp.com>

Subject: Re: Permission to Host Virtual Community Outreach Meeting

What company is this for?

Retail?

Delivery?

Sent from my iPhone

On Oct 30, 2023, at 9:50 AM, Bridgette Nikisher <b.nikisher@vicentellp.com> wrote:

Hello,

I am reaching out to inquire whether it is acceptable for a marijuana establishment to host a virtual community outreach meeting via Zoom in order to fulfill a Cannabis Control Commission application requirement. As part of the Commission's requirements for cannabis

establishments to host Community Outreach Meetings, they require that marijuana establishments receive approval from the municipality prior to hosting a virtual Community Outreach Meeting. Will Medford allow us to hold this meeting virtually?

Please let me know if you have any questions.

Thank you!

Bridgette Nikisher

Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

<image001.png>

1115 Broadway, Suite 1218
New York, NY 10010

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Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

Please note: The Commonwealth of Massachusetts considers most electronic communications to and from public employees to be public records and disclosable under the Massachusetts Public Records Law and its regulations. *Please consider the environment before printing this email.*

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From: [Tim Callahan](#)
To: [CCC Licensing](#)
Cc: ryan@floorxiii.com
Subject: FW: Request for More Information (RFI2) Floor XIII Medicinals, LLC-MRN285072
Date: Wednesday, January 29, 2025 5:43:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[RFI2-FLOOR XIII MEDICINALS, LLC-MRN285072.pdf](#)
[image001.png](#)

Hello Marla,

Please use the following link and passcode to access the Community Outreach Meeting referenced in the attached RFI:

<https://us02web.zoom.us/rec/share/ruSH6nqL5P6p6XSdZ2Y5elQfRDvZl3AHs4oTJGt3CqdXxTTujikD1NrTCjk1FSr4.9p6CcCdFBdK5GGzg>

Passcode: R%\$0\$.83

Note that this is the same link and passcode included with Floor XIII's Community Outreach Meeting materials. I confirmed that copying and pasting the link and passcode from the materials uploaded into MassCIP still works. Unless there are any further issues accessing the video, we respectfully request that this RFI be considered resolved. Thank you!

Best,

Tim

Tim Callahan
Director of Licensing – Northeast Region
Direct: 617-752-7263
T.Callahan@VicenteLLP.com

Vicente.

800 Boylston Street, 26th Floor
Boston, MA 02199

Serving clients from [offices nationwide](#)

From: Ryan Campbell <ryan@floorxiii.com>
Sent: Wednesday, January 29, 2025 11:53 AM
To: Tim Callahan <t.callahan@vicentellp.com>
Subject: Fwd: Request for More Information (RFI2) Floor XIII Medicinals, LLC-MRN285072

Hi Tim,

Looks like the CCC has a problem with the link that we provided for the Community Outreach Meeting. Is this something that you can address?

Thanks,
Ryan

Begin forwarded message:

From: CCC Licensing <licensing@cccmass.com>
Subject: Request for More Information (RFI2) Floor XIII Medicinals, LLC-MRN285072
Date: January 29, 2025 at 10:49:31 AM EST
To: "ryan@floorxiii.com" <ryan@floorxiii.com>
Cc: CCC Licensing <licensing@cccmass.com>

Dear Applicant,

Your application for a Marijuana Establishment license has recently been reviewed and it has been determined that more information is required prior to deeming your application complete. Please refer to the attached notice and provide the appropriate information for each section.

Please refer to the Commission's Guidance Documents available [here](#), and the regulations available [here](#) in crafting your responses.

Kind regards,



Marla
Licensing Specialist
Pronouns: She, Her, Hers
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
licensing@cccmass.com





Considering applying for a Marijuana Establishment or Medical Marijuana Treatment Center license? This is a great place to start: [Guidance on Licensure](#).

Please consider all email communications sent to or received by the Cannabis Control Commission (Commission) to be a matter of public record. Commission emails may be disclosed in response to a request made pursuant to the Public Records Law, G. L. c. 66, §10 and G. L. c. 4, § 7, cl. 26, or in response to other compulsory legal process

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Goals

In order for Floor XIII to positively impact past or present residents of Chelsea or Revere, Floor XIII has established the following goals:

- Hiring such that at least 10% of its staff are Chelsea or Revere residents; and
- Offering a minimum of one (1) training session a year to past or present residents of Chelsea or Revere.

Programs

Floor XIII has developed specific programs to effectuate its stated goals to positively impact past or present residents of Chelsea or Revere. Such programs will include the following:

- Floor XIII will do outreach efforts in Chelsea and Revere for hiring. Floor XIII will advertise locally (as positions become available but not less than annually) with the Revere Journal and the Chelsea Record; and
- Floor XIII will provide at least one training session a year for Revere and Chelsea residents. Topics covered will include working in the cannabis industry, marijuana retailer operations, and common operational compliance issues. These training sessions will be held electronically and will be able to accommodate no fewer than ten (10) participants. Educational opportunities will be advertised via social media (including Facebook). Participants will be required to attest to their Chelsea or Revere residency.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Floor XIII continues to meet its commitments. Such measurable outcomes, in accordance with Floor XIII's goals and programs described above, include:

- Conducting an annual employee survey to determine the number of employees who are past or present residents of Chelsea or Revere;
- Documenting job advertisements placed with the Revere Journal or Chelsea Record; and
- Documenting each training session held, including the advertisements placed, participants, and any training materials used.

Beginning upon receipt of Floor XIII's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Floor XIII will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate Floor XIII's measurable outcomes no less than annually to ensure that Floor XIII is meeting its commitments. Floor XIII is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001641671

1. The exact name of the limited liability company is: FLOOR XIII MEDICINALS, LLC

2a. Location of its principal office:

No. and Street: 1235 VFW PARKWAY
#409
 City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

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

No. and Street: 1235 VFW PARKWAY
#409
 City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

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

TO APPLY FOR MARIJUANA ESTABLISHMENT LICENSES FROM THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSH HECHTER
 No. and Street: 1235 VFW PARKWAY
#409
 City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

I, JOSH HECHTER 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	WALT HILL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
MANAGER	JOSH HECHTER	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
MANAGER	RYAN CAMPBELL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RYAN CAMPBELL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
REAL PROPERTY	WALT HILL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
REAL PROPERTY	JOSH HECHTER	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA

9. Additional matters:

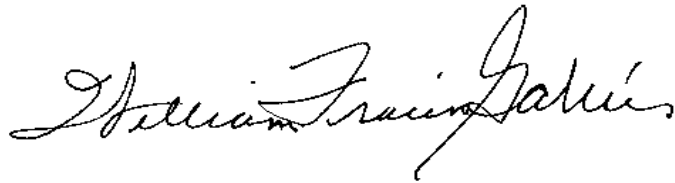
**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of March, 2023,
RYAN CAMPBELL**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

March 08, 2023 03:09 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001641671

The date of filing of the original certificate of organization: 3/8/2023

1.a. Exact name of the limited liability company: FLOOR XIII MEDICINALS, LLC

1.b. The exact name of the limited liability company as amended, is: FLOOR XIII MEDICINALS, LLC

2a. Location of its principal office:

No. and Street: 1235 VFW PARKWAY
#409

City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

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

TO APPLY FOR MARIJUANA ESTABLISHMENT LICENSES FROM THE CANNABIS CONTROL C
OMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSH HECHTER
 No. and Street: 1235 VFW PARKWAY
#409

City or Town: WEST ROXBURY State: MA Zip: 02132 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOSH HECHTER	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
MANAGER	RYAN CAMPBELL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOSH HECHTER	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA
REAL PROPERTY	RYAN CAMPBELL	1235 VFW PARKWAY WEST ROXBURY, MA 02132 USA

9. Additional matters:

10. State the amendments to the certificate:

TO REMOVE A MANAGER; AND TO REMOVE A PERSON AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY

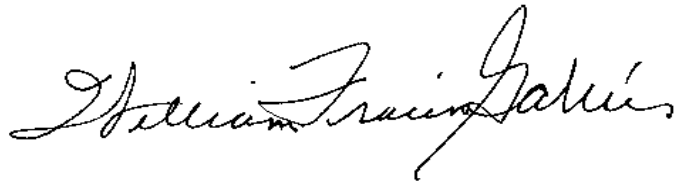
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of March, 2023,
RYAN CAMPBELL , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

March 24, 2023 03:21 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02183

May 8, 2024

TO WHOM IT MAY CONCERN:

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

FLOOR XIII MEDICINALS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 8, 2023.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOSH HECHTER, RYAN CAMPBELL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSH HECHTER, RYAN CAMPBELL**

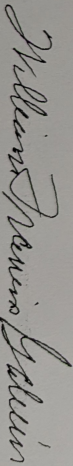
The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOSH HECHTER, RYAN CAMPBELL**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.


Secretary of the Commonwealth





CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FLOOR XIII MEDICINALS, LLC
1235 VFW PKWY APT 409
WEST ROXBURY MA 02132-4360

000038

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

PERSONS HAVING DIRECT/INDIRECT CONTROL ATTESTATION FORM

I, Ryan Campbell, certify and attest to the following:

- Walter Hill passed away on November 7, 2023, prior to the submission of Floor XIII Medicinals, LLC's ("Floor XIII") adult-use marijuana retailer application.
- As a result his passing, Walter Hill does not meet any of the following criteria with respect to Floor XIII:
 - A financial interest in the form of equity of 10% or greater, directly or indirectly, in Floor XIII;
 - A voting interest of 10% or greater;
 - A right to veto significant events;
 - A relevant managerial, operational, or financial interest in the business of Floor XIII and, by virtue of that interest, the ability to exercise a significant influence over the corporate governance of Floor XIII;
 - The right to control or authority to make decisions regarding operations and strategic planning, capital allocations, acquisitions, and divestments;
 - The right to control or authority to appoint more than 50% of the directors or their equivalent;
 - The right to control or authority to appoint or remove corporate-level officers or their equivalent;
 - The right to control or authority to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - The right to control or authority to earn 10% or more of the profits or collect more than 10% of the dividends.
- Walter Hill also does not meet any of the above criteria with respect to an indirect holding or parent company of Floor XIII that would result in his being a Person Having Direct or Indirect Control of Floor XIII.
- Should there be any changes to the corporate structure of Floor XIII as disclosed to the Commission, Floor XIII will update the Commission as appropriate, which may involve reopening a pending application or submitting a Change of Ownership and Control Application after receipt of a Provisional License.



Signature

July 15, 2024

Date

Name: Ryan Campbell

Entity: Floor XIII Medicinals, LLC

Provided by Davis Funeral Home

Walter R. Hill Jr.

January 11, 1977 ~ November 7, 2023 (age 46)



Walter Ray Hill, Jr, affectionately known as Walt was born in Boston on January 11, 1977, to Jacqueline and Walter R. Hill, Sr. He was predeceased by both his maternal and paternal grandparents Lester and Queen Mincey , Eugene and Earleen Hill . Aunts Patricia Joyce and Doris Henry. Walter passed away on November 12, 2023, after succumbing to an unexpected medical emergency the previous week.

Walter was raised in Roxbury, Massachusetts where he attended and graduated from Cathedral High school then onto Mt. Ida college with a degree in graphic design. As an adolescent, he enjoyed basketball, dancing and art. During this time he discovered his gift of barbering. Recognizing his passion early on would eventually lead to a lifelong career as personal Celebrity Master Barber-Groomer to many notable figures in sports , music and entertainment.

Walter was the epitome of self starter , encompassed with a charismatic personality and organic love of people which would garner him much attention , most notably being featured on the local television show Chronicle as the first person of color to have a salon along the Freedom Trail in Boston. His innate business acumen would eventually lead him to become a serial entrepreneur. He was a gifted visionary and achieved many goals.

Walter had a magnetic personality and loving soul. He was a man of many talents as well as incredibly debonair and handsome. His smile was infectious and lit up every space he entered. He was devoted to his family and could always be relied upon to be there for everyone . He was selfless, loyal and most of all resilient. Walter adored his family and demonstrated what unconditional love means . His spirit will live on through them.

Walter leaves to mourn his Parents Walter and Jacqueline , Sister Felicia , Aunts Lena McBride (Mack) , Marie Hardison, Linda Nelson (Bruce) , Ruby Swann (Rodney), Pam Mullin (Kenneth), Alice Taylor, Emma McCreary, Josephine Anderson (Earl), Annette Mincey, Sally Mincey, Uncles Ronnie Hill (Robbie), Gene Hill, Lester Mincey (Augusta), Steve Mincey and a host of loving nieces , nephews , godchildren and cousins as well as special intimate loves and life long friends who became his brother's and sister's he held close to his heart.

LIMITED LIABILITY COMPANY AGREEMENT

among

FLOOR XIII MEDICINALS, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

June 12, 2023

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

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (collectively with all schedules and exhibits hereto, as amended and/or restated from time to time, this “Agreement”) of Floor XIII Medicinals, LLC, a Massachusetts limited liability company (the “Company”), is entered into as of June 12, 2023 (the “Effective Date”) by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the “Schedule of Members”).

RECITALS

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

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

ARTICLE I DEFINITIONS

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

“Acceptance Notice” has the meaning set forth in Section 4.11(d).

“Affected Member” has the meaning set forth in Section 10.02.

“Affected Manager” has the meaning set forth in Section 10.02.

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

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

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, with the exception of any federal law pertaining to the possession, manufacture or sale of controlled

substances, including but not limited to the Controlled Substances Act of 1970, as amended (Title 21 U.S.C., Chapter 13 § 801 et. seq.).

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

“Call Option Agreement” means each of those Call Option Agreements by and between Walter R. Hill, Jr., on the one hand, and Ryan Campbell and Josh Hechter, respectively, on the other hand, of even date herewith.

“Call Option Transfer” has the meaning set forth in Section 9.03(a).

“Cannabis Enforcement Authority” means those state, local and foreign governmental, regulatory and administrative authorities, agencies, boards and officials responsible for or involved in the regulation of the testing, analysis, quality control, cultivation, sale, distribution of, and all other matters and activities with respect to, marijuana and tetrahydrocannabinols in any jurisdiction, including, without limitation, the Massachusetts Cannabis Control Commission.

“Cannabis Laws” means those laws and the rules and regulations promulgated by any Cannabis Enforcement Authority under such laws pursuant to which any Cannabis Enforcement Authority possesses regulatory or licensing authority over marijuana and tetrahydrocannabinols within any jurisdiction, including, without limitation, M.G.L. c. 94G, M.G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*

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

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

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

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

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

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

“Company Sale Notice” has the meaning set forth in Section 9.04.

“Disability” with respect to any Manager means such Manager’s incapacity due to physical or mental illness that: (a) shall have prevented such Manager from performing his or her duties for the Company or any of the Company Subsidiaries on a full-time basis for more than sixty (60) or more consecutive days or an aggregate of ninety (90) days in any one hundred and eighty (180) day period; or (b)(i) the Board determines, in compliance with Applicable Law, is likely to prevent

such Manager from performing such duties for such period of time and (ii) thirty (30) days have elapsed since delivery to such Manager of the determination of the Board and such Manager has not resumed such performance (in which case the date of termination in the case of a termination for “Disability” pursuant to this clause (ii) shall be deemed to be the last day of such 30-day period).

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

“Drag Along Right” has the meaning set forth in Section 9.04(a)(ii).

“Drag Along Sale” has the meaning set forth in Section 9.04(b).

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

“Exercise Period” has the meaning set forth in Section 4.11(d).

“Fair Market Value” shall have the meaning as set forth in Section 10.03(a)(i).

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

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

“Hill Transfer” means a Transfer of Common Units carried out pursuant to Section 9.03(b).

“Issuance Notice” has the meaning set forth in Section 4.11(c).

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

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

“Member” means (a) each Person identified on the Schedule of Members as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “Initial Member”); and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company’s books and records as the owner of one or more Units. The Members shall constitute the “members” of the Company.

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

“Minority Unitholders” has the meaning set forth in Section 9.04.

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

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

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

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

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

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

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“New Securities” has the meaning set forth in Section 4.11(b).

“Offer Terms” has the meaning set forth in Section 9.04.

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

“Permitted Transferee” means a recipient of a Permitted Transfer.

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

“Pre-emptive Member” has the meaning set forth in Section 4.11(a).

“Pro Rata” means with respect to any Member, the percentage equal to the number of Units owned by such Member as of the applicable date of determination, divided by the total number of Units, in the aggregate, by all Members subject to such pro rata determination.

“Pro Rata Portion” means, with respect to any Pre-emptive Member, on any issuance date for New Securities, a fraction determined by dividing (a) the number of Units on a fully diluted basis owned by such Pre-emptive Member immediately prior to such issuance by (b) the total number of Units on a fully diluted basis held by the Members on such date immediately prior to such issuance.

“Purchasing Members” has the meaning set forth in Section 9.05(b)(iii).

“Regulatory Problem” means, with respect to any Member, Manager, or Officer (a) such Person is convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Cannabis Laws, disqualify such Person or the Company from directly or indirectly obtaining, maintaining or renewing a Cannabis License; (b) such Person or its Affiliate incurs a revocation of any state or local business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Company's Cannabis Licenses; (c) a Cannabis Enforcement Authority issues a formal recommendation stating that such Person is unfit to continue in such Person's current role at the Company under the Cannabis Laws; (d) a Cannabis Enforcement Authority issues a formal recommendation against the issuance to the Company of a Cannabis License (or renewal thereof)

or revokes a Cannabis License, which recommendation cites the participation of such Person as a material factor in the decision, or the Cannabis Enforcement Authority conditions the issuance of a cannabis business license on the Company removing such Person from the Company; (e) a Cannabis Enforcement Authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's Cannabis License is being delayed beyond six (6) months following the filing of the Company's application for such Cannabis License, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about such Person; and (f) such Person fails to promptly provide the information required to be supplied by it by a Cannabis Enforcement Authority on a timely basis with respect to the Company's commercial cannabis activities; and (g) a good faith determination by the Board that any of the foregoing is reasonably likely to occur with respect to such Person, as determined in consultation with regulatory counsel to the Company.

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

“Sale of the Company” means (a) a merger or consolidation in which (i) the Company is a constituent party, or (ii) a Subsidiary of the Company is a constituent party and the Company issues Membership Interests pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a Subsidiary in which the Membership Interests of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for capital interests that represent, immediately following such merger or consolidation, a majority, by voting power, of the capital interests of (A) the surviving or resulting entity or (B) if the surviving or resulting entity is a wholly-owned Subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity); (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned Subsidiary of the Company; (c) the sale of the Company's Units or other capital interests pursuant to an underwritten public offering registered under the Securities Act of 1933, as amended; or (d) a merger, consolidation, equity sale, reorganization, acquisition, or other transaction in which at least fifty percent (50%) of the issued and outstanding voting securities of the Company are transferred to a third party that did not own any Company securities prior to such transaction, excluding a bona fide equity financing transaction.

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

“Selling Member” has the meaning set forth in Section 9.05(a).

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

“Super Majority of Unitholders” means Members holding at least sixty percent (60%) of the outstanding Units of the Company.

“Tag Along Right” has the meaning set forth in Section 9.04(a)(i).

“Third Party Transferee” has the meaning set forth in Section 9.05(a).

“Third Party Transfer Notice” has the meaning set forth in Section 9.05(a).

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

“Transfer Price” has the meaning set forth in Section 9.05(a).

“Transfer Units” has the meaning set forth in Section 9.05(a).

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

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

“Unreturned Capital Contribution” means, with respect to a Member, such Member’s Capital Contributions to the Company minus all Distributions made to such Member pursuant to Section 7.02.

“Voting Unit” has the meaning provided for in Section 4.06.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neutral forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this

Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(g) The Company was formed on March 8, 2023 upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

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

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

Section 2.03 Principal Office. The principal office of the Company is located at 1235 VFW Parkway #409, West Roxbury, MA 02132, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

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

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

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

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

**ARTICLE III
UNITS**

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

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

Section 3.03 Certification of Units.

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

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

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

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

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

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

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

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

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

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

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

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

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

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

(i) Such Member’s admission as a Member to the Company will not create a Regulatory Problem for the Company;

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

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

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

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

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

Section 4.05 Voting. Except as otherwise provided by this Agreement or as otherwise required by Applicable Law, each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement, and any matter to be voted on by the Members shall require the affirmative vote of a Super Majority of Unitholders.

Section 4.06 Meetings.

(a) Voting Units. As used herein, the term "Voting Units" shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.06.

(b) Calling the Meeting. Meetings of the Members may be called by: (i) the Board; or (ii) by a Member or group of Members holding more than sixty percent (60%) of the

then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units (“Voting Members”) shall have the right to attend meetings of the Members.

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

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

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

(f) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Voting Members holding Common Units; provided, however, that the appropriate Voting Members shall have been notified of the meeting in accordance with Section 4.06(c). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.07 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding sixty percent (60%) of the Voting Units held by all Members. Subject to Section 4.08, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.08, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of a Super Majority of Unitholders.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Super Majority of Unitholders. A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

Section 4.09 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.10 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.11 Pre-emptive Rights.

(a) Issuance of New Securities. The Company hereby grants to each holder of Common Units (each, a “Pre-emptive Member”) the right to purchase its Pro Rata Portion of any New Securities that the Company may from time to time propose to issue or sell to any party, provided, however, that the rights of holders of such Units pursuant to this Section 4.11 may be waived and shall not apply to the issuance of New Securities upon the consent of a Super Majority of Unitholders.

(b) Definition of New Securities. As used herein, the term “New Securities” shall mean any authorized but unissued Common Units and any Unit Equivalents convertible into Common Units, exchangeable or exercisable for Common Units, or providing a right to subscribe for, purchase or acquire Common Units, provided, however, that the term “New Securities” shall not mean Units or Unit Equivalents issued or sold by the Company in connection with: (i) a grant to any existing or prospective Managers, Officers or other service providers pursuant to any Incentive Plan or similar equity-based plans or other compensation agreement; (ii) the conversion or exchange of any securities of the Company into Units, or the exercise of any warrants or other rights to acquire Units; (iii) any acquisition by the Company or any Company Subsidiary of any equity interests, assets, properties or business of any Person; (iv) any merger, consolidation or other business combination involving the Company or any Company Subsidiary; (v) the commencement of any transaction or series of related transactions involving a Change of Control; (vi) any subdivision of Units (by a split of Units or otherwise), payment of Distributions or any similar recapitalization; (vii) any private placement of warrants to purchase Membership Interests to lenders or other institutional investors (excluding the Members) in any arm’s length transaction in which such lenders or investors provide debt financing to the Company or any Company Subsidiary; (viii) a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company or any Company Subsidiary) relating to the operation of the Company’s or any Company Subsidiary’s business and not for the primary purpose of raising equity capital; (ix) any office lease or equipment lease or similar equipment financing transaction in which the Company or any Company Subsidiary obtains from a lessor or vendor the use of such office space or equipment for its business; or (x) any Units or Unit Equivalents issued in connection with the transaction, series of transactions, or financing round in which such Member acquired its Units.

(c) Additional Issuance Notices. The Company shall give written notice (an “Issuance Notice”) of any proposed issuance or sale of New Securities to the Pre-emptive Members within five (5) Business Days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall set forth the material terms and conditions of the proposed issuance or sale of New Securities, including

(i) the number and description of the New Securities proposed to be issued and the percentage of the Company’s Units then outstanding on a fully diluted basis that such issuance would represent;

(ii) the proposed issuance date, which shall be at least twenty (20) Business Days from the date of the Issuance Notice;

(iii) the proposed purchase price per unit of the New Securities; and

(iv) if the consideration to be paid by includes non-cash consideration, the Board’s good-faith determination of the fair market value thereof.

(d) Exercise of Pre-emptive Rights. Each Pre-emptive Member shall for a period of ten (10) days following the receipt of an Issuance Notice (the “Exercise Period”) have the right to elect irrevocably to purchase all or any portion of its Pro Rata Portion of the New Securities, at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company (an “Acceptance Notice”) specifying the number of New Securities it desires to purchase. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Member to purchase the New Securities described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 4.11 with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

(e) Sales to the Prospective Purchaser. Following the expiration of the Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in this Section 4.11 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced); provided, that: (i) such issuance or sale is closed within twenty (20) Business Days after the expiration of the Exercise Period (subject to the extension of such twenty (20) Business Day period for a reasonable time not to exceed forty (40) Business Days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Section 4.11.

(f) Closing of the Issuance. The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Section 4.11, the Company shall deliver the New Securities free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Members and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Exercising Member shall deliver to the Company the purchase price for the New Securities purchased by such Exercising Member by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

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

Section 5.02 Additional Capital Contributions.

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

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

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

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

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and the book value of any property contributed as a Capital Contribution;

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

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

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

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

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

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

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

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

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

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

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent

with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Profits and Losses.

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

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

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

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

(e) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.01(e) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.02, Section 7.03, and Section 7.04, the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the

reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

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

Section 7.03 Withholding. If any federal, foreign, state or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of taxable income or any items thereof, or with respect to distributions, the Company shall withhold from distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility and shall pay any amounts withheld to the appropriate taxing authorities. In such a case, for purposes of this Agreement the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld distribution or other amount due and to have paid the withholding tax directly and such Member's share of cash distributions or other amounts due shall be reduced by a corresponding amount. If it is anticipated that, at the due date of the Company's withholding obligation, the Member's share of cash distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest of five (5%), and the Company shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

Section 7.04 Tax Distributions. Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company may distribute to each Member (any such distribution, a "Tax Distribution") an amount such that total distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal income tax rate applicable to individuals under the Code and the average state income tax rate of all state income tax rates in the United States. Any Tax Distribution shall be treated as an advance

on the Member's rights to distributions under Sections 7.01 and 7.02 and shall reduce the amount of the first such distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Board to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the amount of the Members' annual distributions under this Section 7.04. If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never distributed.

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. A board of managers of the Company (the "Board") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 8.02 Board Composition; Vacancies.

(a) The Company and the Members shall take such actions as may be required to ensure that the number of Managers constituting the Board is at all times two (2). The Managers comprising the Board shall be composed of: (i) one (1) Manager appointed by Josh Hechter (the "Hechter Manager"), who shall initially be Josh Hechter, and (ii) one (1) Manager appointed by Ryan Campbell (the "Campbell Manager"), who shall initially be Ryan Campbell. At all times, the composition of any board of directors or managers of any Company Subsidiary shall be the same as that of the Board.

(b) In the event that a vacancy is created on the Board at any time due to the death, Disability, retirement, resignation or removal of a Manager, then the party entitled to appoint such Manager shall have the right to designate an individual to fill such vacancy and the Company and each Member hereby agree to take such actions as may be required to ensure the election or appointment of such designee to fill such vacancy on the Board. In the event that such party shall fail to designate in writing a replacement to fill a vacant Manager position on the Board, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by the remaining Manager(s) then in office; provided, however, that such individual shall be removed from such position if the party entitled to appoint such Manager so directs and simultaneously designates a new Manager.

(c) The Board shall maintain a schedule of all Managers with their respective mailing addresses, and shall update the schedule upon the removal or replacement of any Manager in accordance with this Section 8.02 or Section 8.03.

Section 8.03 Removal; Resignation. A Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of the party entitled to appoint such Manager. A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Meetings.

(a) Generally. The Board shall meet at such time and at such place at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined from time to time by the Board. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of the majority of the Managers upon at least five (5) days' written notice (if the meeting is to be held in person) or one (1) day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 8.05 Quorum; Manner of Acting.

(a) Quorum. All of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers

participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) **Binding Act.** Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

Section 8.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either: (a) a written consent of a majority of the Managers on the Board (or any committee of the Board) shall approve such action; provided, however, that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken; or (b) a written consent constituting all of the Managers on the Board (or any committee of the Board) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 8.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section 8.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

Section 8.08 Officers.

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

Section 8.09 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

Section 8.10 Protective Provisions.

(a) Unanimous Board Approval. Notwithstanding anything else contained herein to the contrary, the following actions may not be taken by the Company without the unanimous consent of the Board:

- (i) Amend the Articles of Organization;
- (ii) Sell, transfer, encumber, assign or lease all or substantially all of the Company's property and assets;
- (iii) Adopt, amend or revoke this Agreement;
- (iv) Admit additional Members;
- (v) Dissolve or liquidate the Company or take any other action in connection with laws relating to the bankruptcy, insolvency or reorganization of the Company;
- (vi) Sell or issue Units or warrants or options to purchase Units beyond those authorized and described herein;
- (vii) Merge, consolidate or engage in other corporate reorganization involving the Company;
- (viii) Provide for distributions to the Members in excess of those authorized herein; and
- (ix) Incur any indebtedness, pledge or grant liens on any assets or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person in excess of \$50,000 in a single transaction or series of related transactions, or in excess of \$100,000 in the aggregate at any time outstanding, other than for trade payables in the Company's ordinary course of business.

(b) Premier Healthcare Group LLC Approval. Notwithstanding anything else contained herein to the contrary, during such time that Premier Healthcare Group LLC is a Member, the Company shall not, without the approval of Premier Healthcare Group LLC (i) issue any Units or (ii) amend this Agreement unless, in each case, after such issuance or amendment Premier Healthcare Group LLC retains a nine and nine-tenths percent (9.9%) membership interest in the Company. Notwithstanding the foregoing, this provision shall be of no further force or effect after the Company's first bona fide round of capital financing and, for avoidance of doubt and notwithstanding the provisions of Section 14.09,

the terms of this provision need not be included in any amended or restated operating agreement of the Company entered into in connection with such bona fide round of capital financing provided that Premier Healthcare Group LLC retains a nine and nine-tenths percent (9.9%) membership interest in the Company through the termination of such round of financing.

(c) Walter R. Hill, Jr. Approval. Notwithstanding anything else contained herein to the contrary, during such time that Walter R. Hill, Jr. is a Member, the Company shall not, without the approval of Walter R. Hill, Jr. (i) issue any Units or (ii) amend this Agreement unless, in each case, after such issuance or amendment Walter R. Hill, Jr. retains the Retained Percentage in the Company. Notwithstanding the foregoing, this provision shall be of no further force or effect after the Company's first bona fide round of capital financing and, for avoidance of doubt and notwithstanding the provisions of Section 14.09, the terms of this provision need not be included in any amended or restated operating agreement of the Company entered into in connection with such bona fide round of capital financing provided that Walter R. Hill, Jr. retains the Retained Percentage in the Company through the termination of such round of financing. For purposes of this Section 8.10(c), "Retained Percentage" shall mean a seven percent (7%) membership interest in the Company; provided, however, that the Retained Percentage shall be reduced by that percentage of Units sold pursuant to Section 9.03 as a Hill Transfer.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 9.02 and Section 9.03, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Board. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

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

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

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

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

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

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

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

(vii) if such transfer or issuance would violate Cannabis Laws.

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

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

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

Section 9.02 Permitted Transfers. The provisions of (i) the first sentence of Section 9.01(a), (ii) Section 9.04, and (iii) Section 9.05 shall not apply to any of the following Transfers by any Member of any of its Units to any of the following (each, a "Permitted Transferee" and, any such Transfer to a Permitted Transferee a "Permitted Transfer"):

(a) Any Affiliate of such Member; or

(b) With respect to a Member that is an individual: (i) a trust under which the distribution of Membership Interests may be made only to such Member and/or such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each natural person (collectively, "Family Members"); (ii) a charitable remainder trust,

the income from which will be paid to such Member during his or her life; (iii) a corporation, partnership or limited liability company, the shareholders, partners or members of which are only such Member and/or Family Members of such Member; or (iv) such Member's executors, administrators, testamentary trustees, legatees or beneficiaries, by will or the laws of intestate succession;

provided, however, that for so long as such Member is alive and not subject to a physical, mental, or emotional disability, as determined by a physician in good standing in the United States: (i) the Member shall retain at least one (1) Unit subject to such Permitted Transfer; and (ii) the Member shall retain all of the voting rights (if any) with respect to all of such transferred Units. Upon the death of such Member, such transferee or transferees of the Units subject to the Permitted Transfer will receive the one (1) Unit described in the preceding sentence and possession of all voting rights, if any, previously retained by the deceased Member with respect to all of such transferred Units. In case of a Permitted Transfer: (A) the transferee or transferees shall receive and hold the Units subject to the terms of this Agreement; (B) such Units shall be subject to the options to purchase contained herein in the event the Units owned by the transferor Member is subject to such options as if still held by such Member; and (C) there shall be no further transfer of such Units except in accordance with this Agreement.

Section 9.03 Other Transfers Specifically Permitted.

(a) Call Option Transfer. The provisions of (i) the first sentence of Section 9.01(a), (ii) Section 9.04, and (iii) Section 9.05 shall not apply to any Transfer or series of Transfers by Walter R. Hill, Jr. pursuant to an exercise of the Call Right, as defined in the Option Agreements, respectively (each such Transfer, a "Call Option Transfer"). Each Call Option Transfer is hereby deemed to be approved by the Board.

(b) Hill Transfer. The provisions of (i) the first sentence of Section 9.01(a) and (ii) Section 9.04 shall not apply to any Transfer or series of Transfers by Walter R. Hill, Jr. of up to two thousand (2,000) Common Units, in the aggregate (each, a "Hill Transfer," and together, the "Hill Transfers"), provided, however, that a Hill Transfer may not be consummated prior to the Company opening its Marijuana Retailer facility for retail sales to consumers pursuant to Cannabis Laws and approval by applicable Cannabis Enforcement Authorities. For such Hill Transfer, the requirement for an opinion of counsel as stated in Section 9.01(b)(i) is waived, as long as (x) the transferee qualifies as an "Accredited Investor" under the Investment Company Act of 1940 and (y) the Hill Transfer and the offering thereof otherwise complies in all respects with the Securities Act and all applicable state laws without the requirement for registration of such transferred Common Units under the Securities Act. Walter R. Hill, Jr. may effect a Hill Transfer without the written consent of the Board, provided, however, that for avoidance of doubt a Hill Transfer must comply with Section 9.01(b) (subject to the proviso regarding opinion of counsel as provided above), (c), and (d).

Section 9.04 Tag Along; Drag Along. If a Super Majority of Unitholders, with the consent of the Board, propose to consummate, in one transaction or a series of related transactions,

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

(a) Participation.

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

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

(b) Conditions of Drag Along Sale. The obligations of the Minority Unitholders in respect of a Sale of the Company for which the Drag Along Right is exercised (a “Drag Along Sale”) are subject to the satisfaction of the following conditions:

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

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

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

(c) Consummation of Drag Along Sale. With respect to any Drag Along Sale, the Super Majority of Unitholders shall have ninety (90) days following the date on which they exercise the Drag Along Right in which to consummate the Drag Along Sale, on terms no less favorable than the Offer Terms (which 90-day period may be extended for a reasonable time to obtain all necessary approvals from Cannabis Enforcement Authorities). If at the end of such period the Super Majority of Unitholders have not completed the Drag Along Sale, the Super Majority of Unitholders may not then consummate the Drag Along Sale without again fully complying with the provisions of this Section 9.04.

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

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

shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Transfer.

Section 9.05 Third Party Transfers.

(a) Notice of Third-Party Transfer. Except with respect to a Permitted Transfer or a Sale of the Company, in the event of a proposed Transfer of Units, such proposing to Transfer Units Member (the "Selling Member") shall give written notice to the Company no later than ten (10) days following a bona fide proposal for such Transfer (the "Third Party Transfer Notice") stating that the Member is proposing to make a Transfer of Units, the reason therefor, the name and address of any person or entity to whom the Transfer would be made (the "Third Party Transferee"), the type and amount of Units that would be or was acquired by the Third Party Transferee (the "Transfer Units"), and the price for such Units (the "Transfer Price").

(b) Purchase Option Upon Third Party Transfer.

(i) Upon receipt of a Third Party Transfer Notice, the Company and the other Members shall have the right to purchase all, but not less than all, of the Transfer Units at the Transfer Price. To exercise its purchase option pursuant hereto, the Company must deliver a written notice to the Selling Member within thirty (30) days of its receipt of the Third Party Transfer Notice, notifying the Selling Member or the Transferring Member's Representative, as the case may be, the Company intends to exercise its purchase option as to all or any portion of the Units subject to such purchase option.

(ii) If the Company fails to exercise the purchase option set forth in Section 9.05(b)(i) above to purchase all of the Transfer Units pursuant thereto, each of the other Members shall have the right and option, but not the obligation, to purchase all or any portion of the Transfer Units not elected to be purchased by the Company on a Pro Rata basis in accordance with the terms and conditions set forth in this Section 9.05. If the Company does not exercise its purchase option or purchase all of the Transfer Units pursuant thereto, the Company shall deliver a notice to each of the other Members to that effect by the last day of the thirty (30)-day period set forth in Section 9.05(b)(i) above. To exercise its purchase option pursuant hereto, a Member must deliver a written notice to the Company and the Selling Member within ten (10) days after the Company's deadline for delivery of notice provided in the immediately preceding sentence, notifying the Company and the Selling Member that such Member intends to exercise its purchase option as to all or any portion of the Transfer Units subject to such purchase option.

(iii) If options to purchase provided for in this Section 9.05 are exercised by the Company and the Members with respect to some but not all of the Transferring Member's Units within the time periods set forth above, then the Company shall, immediately after the expiration of the purchase option set forth in Section 9.05(b)(ii) above, send written notice to those Members who fully exercised such purchase option (the "Purchasing Members"). Subject to the provisions of this

Section 9.05(b)(iii), each Purchasing Member shall have an additional option to purchase all or any part of the balance of any such remaining unpurchased Transfer Units of the Selling Member. To exercise such option, a Purchasing Member must deliver a notice to the Company and the Selling Member within ten (10) days of receipt of the notice provided in the first sentence of this Section 9.05(b)(iii). In the event there are two or more such Purchasing Members that choose to exercise this last-mentioned option for a total number of remaining unpurchased Transfer Units in excess of the number available, the remaining Transfer Units available for purchase under this Section 9.05(b)(iii) shall be allocated to such Purchasing Members Pro Rata based on the number Transfer Units such Purchasing Members elected to purchase pursuant to the option set forth in Section 9.05(b)(ii) above (without giving effect to any of the Selling Member's Units that any such Purchasing Member has elected to purchase pursuant to this last-mentioned option).

(c) Transfer of Transfer Units.

(i) If the Company and the Members elect to purchase all, but not less than all, of the Transfer Units pursuant to Section 9.05(b) above, then the Selling Member shall sell to the Company and the Purchasing Members, as applicable, the number of Transfer Units elected to be purchased at the Transfer Price within thirty (30) days of the termination of the election periods provided for in Section 9.05(b) above.

(ii) If the Company and the Members elect not to exercise their purchase options or fail to purchase all of the Transfer Units pursuant to Section 9.05(b) above, then the Selling Member may Transfer the Transfer Units to the Third Party Transferee on the terms provided for in the Third Party Transfer Notice within sixty (60) days following the end of the applicable election period provided for in Section 9.05(b). In the event that such sale does not occur within such sixty (60) day period, the Selling Member may not Transfer the Transfer Units to the Third Party Transferee without again complying with the provisions of this Section 9.05. Notwithstanding the foregoing, a Selling Member may only make a Transfer of Units to a Third Party Transferee if such Third Party Transferee is qualified under the Cannabis Laws to have an ownership interest in the Company and in compliance with Section 4.01 and Section 4.02.

**ARTICLE X
COVENANTS AND REGULATORY DIVESTMENTS**

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans,

financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

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

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

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

Section 10.02 Regulatory Issues; Divestment.

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

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

(c) In the event that a Member shall experience a Regulatory Problem which causes such Member to become an Affected Member, such Affected Member shall promptly notify the Company and Board of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within ninety (90) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) effecting the Transfer of its Units as permitted hereunder; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information required or requested of the Affected Member; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem. If the foregoing are not able to resolve the Regulatory Problem within sixty (60) days, then the Affected Member shall be deemed to have forfeited its Units without any action necessary on the part of the Company or the Affected Member except as expressly provided in Section 10.03.

(d) In the event that a Manager (or a Company Officer) shall experience a Regulatory Problem which causes such Manager or Officer to become an Affected Manager, such Affected Manager shall promptly notify the Company and the Board of the relevant details and take all actions necessary or advisable to eliminate, terminate, discontinue or otherwise cure the Regulatory Problem within thirty (30) days, including: (i) terminating the activity, relationship or other circumstances giving rise to the Regulatory Problem; (ii) resigning as Manager or Officer; (iii) immediately providing the applicable Cannabis Enforcement Authority with all information

required or requested of the Affected Manager; and (iv) taking all other actions as may be necessary or appropriate to remedy the Regulatory Problem.

(e) The Company shall continue in existence notwithstanding the automatic divestiture of any Member pursuant to this Section 10.02. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is an entity and the occurrence of any Regulatory Problem is due to an owner, officer, manager, executive or director of the Affected Member, the Affected Member shall have an option to be restored to its ownership position before the divestiture events occur if the Affected Member, a court of law, or the applicable Cannabis Enforcement Authority provides a written assurance or order, to the satisfaction of the Company, that the Affected Member has removed the owner, officer, manager, executive or director that caused the Regulatory Problem, pursuant to the terms of the Affected Member's governing documents.

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

Section 10.03 Settling of Accounts Following Divestiture.

(a) Payment to Affected Member. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (x) the Board and the Affected Member shall determine the Fair Market Value of the Affected Member's Units by mutual agreement as soon as possible after the date of termination of the Affected Member's Units ("Termination Date"); and (y) if the Affected Member and the Board cannot agree on a Fair Market Value within thirty (30) days of the Termination Date, then the Fair Market Value of the Affected Member's divested Units shall be determined in accordance with the following procedure:

(i) The Board and the Affected Member jointly (by mutual agreement) shall appoint an appraiser (which shall be an appraiser with experience appraising businesses of the type of the Company ("Appraiser")) within forty-five (45) days after the Termination Date. If the Board and the Affected Member fail to agree on an Appraiser, then each shall identify an Appraiser, who shall identify a third Appraiser, which Appraiser shall appraise the Fair Market Value of the applicable Units. The Appraiser shall appraise the Affected Member's Units at Fair Market Value and shall render its decision within thirty (30) days after the appointment thereof. The decision of the Appraiser shall be the "Fair Market Value" of such Affected Member's Units for all purposes under this Section 10.03.

(ii) The Company, the Board and the Members shall furnish to the Appraiser a copy of recent financial statements of the Company, together with such work papers and other financial information of the Company, the Board and/or the Members as the Appraiser may request. The Appraiser shall take into account such other information and factors as it deems relevant.

(b) Manner of Payment. The Company shall pay the Affected Member the Fair Market Value as determined pursuant to Section 10.03(a) for the terminated Units within six (6) months of the determination thereof by the Board and the Affected Member or, as the case may be, the Appraiser. Such payment shall be made by the issuance to the Affected Member of an unsecured, five percent (5%) per annum interest bearing (or the minimum applicable federal rate, if lower) promissory note payable in equal quarterly installments (of principal and accrued interest) over a period of three (3) years.

(c) Specific Matters. Notwithstanding anything in this Agreement to the contrary, if a Manager is an Affected Member, actions of the Board shall only require the consent of a majority of the Managers without regard to the Affected Member.

(d) Further Assurances. The Board and the Members shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 10.03 including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(e) Provision of Information. Each Member hereby agrees to promptly provide the Company all such information concerning such Member as shall be required to obtain, maintain or renew all licenses under the Cannabis Laws necessary or advisable for the Company to operate its commercial cannabis activities.

ARTICLE XI ACCOUNTING; TAX MATTERS

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

Section 11.02 Partnership Tax Representative.

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

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

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

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

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

Section 11.03 Tax Returns. At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 8.08) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person’s federal, state and local income tax returns for such Fiscal Year.

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

ARTICLE XII DISSOLUTION AND LIQUIDATION

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

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

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

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

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

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

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

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

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

(iii) Third, to the Members in proportion to their Unreturned Capital Contributions until each such Member's Unreturned Capital Contribution equals zero;

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

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its fair market value, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

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

Section 12.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of

the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

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

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

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

Section 13.02 Liabilities and Duties of Covered Persons.

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

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

Section 13.03 Indemnification

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

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

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, Member, stockholder, controlling Affiliate, Manager, director, Officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, Member, Manager, director, Officer, employee or agent of any Person including the Company or any Company Subsidiary;

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

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as

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

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

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

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

(g) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for

Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

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

ARTICLE XIV MISCELLANEOUS

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

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

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

If to the Company: Floor XIII Medicinals, LLC
E-mail: ryan@blacklotusllc.com
Attention: Ryan Campbell
1235 VFW Parkway #409
West Roxbury, MA 02132

with a copy to: Vicente LLP
E-mail: j.shaw@vicentellp.com
Attention: Jeremy Shaw

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

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

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

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

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

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company (subject to approval pursuant to Section 8.10(a)) and a Super Majority of Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; provided, however, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to: (a) such Member relative to the rights of other Members in respect of Units of the same class or series; or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

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

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

Section 14.12 Arbitration.

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

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

(c) Arbitration Proceedings.

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

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

(d) Award.

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

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

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

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

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

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

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

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

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

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

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

Section 14.18 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Section 14.19 Walter R. Hill, Jr.'s Business Ventures.

(a) Notwithstanding any provision in this Agreement to the contrary, it is expressly recognized and agreed that Walter R. Hill, Jr. may engage in and own interests in other businesses, ventures, or companies, whether existing or newly formed, without any obligation to disclose, account for, or offer such opportunities to the Company, its Members, or any other party.

(b) Walter R. Hill, Jr. shall not be subject to any non-compete restrictions, limitations, or obligations solely by virtue of his membership or association with the Company. He may freely participate in activities or enterprises that may compete, directly or indirectly, with the Company's businesses or interests, including the formation, acquisition, management, or ownership of any other entities.

(c) The Company, its Members, or any other party shall have no right or claim to any profits, interests, or benefits derived from Walter R. Hill, Jr.'s involvement in other businesses or ventures.

(d) The provisions of this Section 14.19 shall survive the termination, dissolution, or expiration of this Agreement and shall be binding upon the Company, its Members, successors, assigns, and legal representatives.

(e) Notwithstanding the foregoing, nothing in this Section 14.19 shall in any way limit Walter R. Hill, Jr.'s obligations and restrictions pursuant to Article X.

[Signature Page to Follow]

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

Company:

Floor XIII Medicinals, LLC

By: _____
Name: Ryan Campbell
Title: Manager

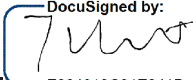
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Ryan Campbell
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Member:

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Walter R. Hill, Jr.
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Walter R. Hill, Jr.

Signature Page to Limited Liability Company Agreement of Floor XIII Medicinals, LLC

Member:

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Josh Hechter

Signature Page to Limited Liability Company Agreement of Floor XIII Medicinals, LLC

Member:

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Ryan Campbell
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Ryan Campbell

Signature Page to Limited Liability Company Agreement of Floor XIII Medicinals, LLC

Member:

Premier Healthcare Group LLC

By: _____
Name: DocuSigned by: *Josh Weaver*
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Title: Manager

EXHIBIT A
FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of June 12, 2023, (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among Floor XIII Medicinals, LLC, a Massachusetts limited liability company (the “Company”), and its Members party thereto.

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

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

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

By: _____

Name: _____

CALL OPTION AGREEMENT

This CALL OPTION AGREEMENT (this “Agreement”), is made and entered as of June 12, 2023, (the “Effective Date”) by and between Walter R. Hill, Jr. an individual (“Seller”) and Ryan Campbell, an individual (the “Buyer”). Seller and Buyer are referred to herein individually as a “Party,” and collectively as the “Parties.” Other capitalized terms used herein without definition shall have the meanings ascribed to them in the Operating Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Limited Liability Company Agreement of Floor XIII Medicinals, LLC, a Massachusetts limited liability company (the “Company”), effective as of even date herewith (the “Operating Agreement”), pursuant to which Seller owns 53,000 Common Units (the “Seller’s Interest”) of the Company;

WHEREAS, Buyer and Seller desire for Buyer to have the right to purchase 23,000 Common Units (the “Option Units”) of the Seller’s Interest, subject to adjustments for any Unit splits or recapitalizations, and Seller desires to grant such right to Buyer, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth and as set forth in other agreements among the Parties, the Parties agree as follows:

1. Grant of Call Option.

(a) **Right to Purchase.** For good and valuable consideration, the sufficiency of which is acknowledged hereby, subject to the terms and conditions of this Agreement, Seller hereby grants to Buyer the right (the “Call Right”), at any time within two (2) years on or after the date of the Call Trigger (as defined below) to purchase the Option Units at an aggregate purchase price of one hundred dollars (\$100) (the “Call Purchase Price”).

(b) **Call Trigger.** Buyer may exercise the Call Right at any time upon or subsequent to such time that the Buyer would be permitted, under the Cannabis Laws, to acquire any portion of the Option Units without negatively impacting (in the reasonable judgment of Buyer’s sole judgment) the Company’s licenses or permits, including, without limitation, the Company’s host community agreement with the City of Medford (the “Call Trigger”).

(c) **Call Exercise Procedures.** Buyer may exercise the Call Right by giving written notice to Seller at any time subsequent to the Call Trigger (the “Call Exercise Notice”). Buyer’s election to exercise the Call Right is in Buyer’s sole and absolute discretion, and Buyer shall have no obligation to exercise the Call Right.

2. Call Purchase.

(a) **Cooperation.** Seller and Buyer shall use commercially reasonable efforts to consummate the sale of the Option Units in accordance herewith as promptly as practical following delivery of the Call Exercise Notice. Subject to the terms and conditions of this Agreement, each Party shall take all actions as may be reasonably necessary to consummate the sale of the Option

Units pursuant to the terms hereof, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(b) Consummation of Sale. Promptly subsequent to the receipt of all applicable approvals from all applicable Cannabis Regulatory Authorities and other Governmental Authorities, Seller shall transfer to Buyer the Option Units and Buyer shall pay to Seller the Call Purchase Price.

3. Voting Proxy. Until the exercise of the Call Right and transfer of the Option Units to Buyer, Seller hereby irrevocably grants and appoints Buyer as Seller's proxy to vote the Option Units at any vote of the members of the Company, and appoints Buyer as Seller's attorney in fact with full power of substitution with respect to the voting of the Option Units. During the term of this Agreement, on any matter for which the Option Units may be voted, Buyer may vote the Option Units as proxy and attorney in fact in Buyer's sole and absolute discretion.

4. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(b) Governing Law; Jurisdiction. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts without regard to any conflicts or choice of law principles.

(c) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and supersedes any prior understandings or agreements between the Parties with respect to the subjects hereof.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Seller shall not have the right or ability to assign, transfer, or subcontract any of its obligations under this Agreement without the advanced written consent of Buyer, and any attempt to do so shall be void. Buyer may assign its rights under this agreement to any Affiliate of Buyer without the consent of Seller.

(e) Waiver. Any waiver of compliance with any obligation, covenant, agreement, provision, or condition of this Agreement or consent pursuant to this Agreement shall not be effective unless evidenced by an instrument in writing executed by the Party to be charged. Any waiver of compliance with any such obligation, covenant, agreement, provision, or condition of this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other non-compliance herewith. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

(f) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the

economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

(h) Regulatory Review. The Parties acknowledge and agree that this Agreement (a) must comply with the Cannabis Laws and Applicable Law (b) may be subject to regulatory review from a Cannabis Regulatory Authority. In the event that a Cannabis Regulatory Authority determines, or the Parties otherwise reasonably determine, that this Agreement violates the Cannabis Laws or otherwise would jeopardize the Company's Cannabis License(s) or any other permits of the Company, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Call Option Agreement as of the date first written above.

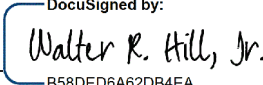
Buyer:

Ryan Campbell

By: _____  _____
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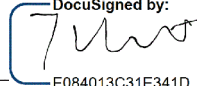
Seller:

Walter R. Hill, Jr.

By: _____  _____
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ACKNOWLEDGED AND APPROVED, PURSUANT TO SECTION 9.01(a) OF THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY

Floor XIII Medicinals, LLC

_____  _____
E084013C31E341D...
By: Josh Hechter
Its: Manager

CALL OPTION AGREEMENT

This CALL OPTION AGREEMENT (this “Agreement”), is made and entered as of June 12, 2023, (the “Effective Date”) by and between Walter R. Hill, Jr. an individual (“Seller”) and Josh Hechter, an individual (the “Buyer”). Seller and Buyer are referred to herein individually as a “Party,” and collectively as the “Parties.” Other capitalized terms used herein without definition shall have the meanings ascribed to them in the Operating Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Limited Liability Company Agreement of Floor XIII Medicinals, LLC, a Massachusetts limited liability company (the “Company”), effective as of even date herewith (the “Operating Agreement”), pursuant to which Seller owns 53,000 Common Units (the “Seller’s Interest”) of the Company;

WHEREAS, Buyer and Seller desire for Buyer to have the right to purchase 23,000 Common Units (the “Option Units”) of the Seller’s Interest, subject to adjustments for any Unit splits or recapitalizations, and Seller desires to grant such right to Buyer, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth and as set forth in other agreements among the Parties, the Parties agree as follows:

1. Grant of Call Option.

(a) Right to Purchase. For good and valuable consideration, the sufficiency of which is acknowledged hereby, subject to the terms and conditions of this Agreement, Seller hereby grants to Buyer the right (the “Call Right”), at any time within two (2) years on or after the date of the Call Trigger (as defined below) to purchase the Option Units at an aggregate purchase price of one hundred dollars (\$100) (the “Call Purchase Price”).

(b) Call Trigger. Buyer may exercise the Call Right at any time upon or subsequent to such time that the Buyer would be permitted, under the Cannabis Laws, to acquire any portion of the Option Units without negatively impacting (in the reasonable judgment of Buyer’s sole judgment) the Company’s licenses or permits, including, without limitation, the Company’s host community agreement with the City of Medford (the “Call Trigger”).

(c) Call Exercise Procedures. Buyer may exercise the Call Right by giving written notice to Seller at any time subsequent to the Call Trigger (the “Call Exercise Notice”). Buyer’s election to exercise the Call Right is in Buyer’s sole and absolute discretion, and Buyer shall have no obligation to exercise the Call Right.

2. Call Purchase.

(a) Cooperation. Seller and Buyer shall use commercially reasonable efforts to consummate the sale of the Option Units in accordance herewith as promptly as practical following delivery of the Call Exercise Notice. Subject to the terms and conditions of this Agreement, each Party shall take all actions as may be reasonably necessary to consummate the sale of the Option Units pursuant to the terms hereof, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(b) Consummation of Sale. Promptly subsequent to the receipt of all applicable approvals from all applicable Cannabis Regulatory Authorities and other Governmental Authorities, Seller shall transfer to Buyer the Option Units and Buyer shall pay to Seller the Call Purchase Price.

3. Voting Proxy. Until the exercise of the Call Right and transfer of the Option Units to Buyer, Seller hereby irrevocably grants and appoints Buyer as Seller's proxy to vote the Option Units at any vote of the members of the Company, and appoints Buyer as Seller's attorney in fact with full power of substitution with respect to the voting of the Option Units. During the term of this Agreement, on any matter for which the Option Units may be voted, Buyer may vote the Option Units as proxy and attorney in fact in Buyer's sole and absolute discretion.

4. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(b) Governing Law; Jurisdiction. This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts without regard to any conflicts or choice of law principles.

(c) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and supersedes any prior understandings or agreements between the Parties with respect to the subjects hereof.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Seller shall not have the right or ability to assign, transfer, or subcontract any of its obligations under this Agreement without the advanced written consent of Buyer, and any attempt to do so shall be void. Buyer may assign its rights under this agreement to any Affiliate of Buyer without the consent of Seller.

(e) Waiver. Any waiver of compliance with any obligation, covenant, agreement, provision, or condition of this Agreement or consent pursuant to this Agreement shall not be effective unless evidenced by an instrument in writing executed by the Party to be charged. Any waiver of compliance with any such obligation, covenant, agreement, provision, or condition of this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other non-compliance herewith. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

(f) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify

this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

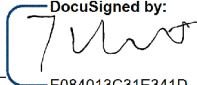
(h) Regulatory Review. The Parties acknowledge and agree that this Agreement (a) must comply with the Cannabis Laws and Applicable Law (b) may be subject to regulatory review from a Cannabis Regulatory Authority. In the event that a Cannabis Regulatory Authority determines, or the Parties otherwise reasonably determine, that this Agreement violates the Cannabis Laws or otherwise would jeopardize the Company's Cannabis License(s) or any other permits of the Company, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Call Option Agreement as of the date first written above.

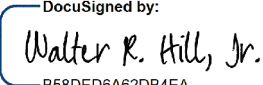
Buyer:

Josh Hechter

By: _____
DocuSigned by:

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Seller:

Walter R. Hill, Jr.

By: _____
DocuSigned by:

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ACKNOWLEDGED AND APPROVED, PURSUANT TO SECTION 9.01(a) OF THE LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY

Floor XIII Medicinals, LLC

By: _____
DocuSigned by:

9051408A0F594F3...
By: Ryan Campbell
Its: Manager

FLOOR XIII MEDICINALS, LLC
MEMBER SCHEDULE

<u>Member</u>	<u>Percentage</u>
Ryan Campbell	41.55%
Josh Hechter	41.55%
Minority Members (None of whom hold 10% or more individually)	16.9% (Combined)
TOTALS:	100%

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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

BUSINESS PLAN

Mission Statement and Message from the CEO

Floor XIII Medicinals, LLC (“Floor XIII”) is an applicant for a Marijuana Establishment License in the Commonwealth that is committed to creating a safe and clean community environment that provides consistent, high-quality cannabis to consumers who are 21 years of age or older.

License Types

Floor XIII is applying for a Marijuana Retailer license from the Massachusetts Cannabis Control Commission (the “Commission”) to operate at 0 & 403 Riverside Avenue, Medford, MA 02155.

What Drives Us

Floor XIII’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Floor XIII’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

COMPANY DESCRIPTION

Structure

Floor XIII is a Massachusetts domestic for-profit limited liability company that is applying for a License from the Commission to operate a Marijuana Establishment in the Commonwealth.

Floor XIII will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three sections: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Floor XIII will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Floor XIII will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Floor XIII will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Floor XIII will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Floor XIII will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Floor XIII will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

Prior to commencing operations, Floor XIII will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Floor XIII. If Floor XIII is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Floor XIII has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Floor XIII and Floor XIII agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

Floor XIII's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Floor XIII's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Floor XIII will maintain a current list of individuals with access. Floor XIII will have security personnel on-site during business hours.

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

Benefits to Host Communities

Floor XIII looks forward to working cooperatively with its host communities to ensure that Floor XIII operates as a responsible, contributing member of those host communities. Floor XIII has established a mutually beneficial relationship with its host communities in exchange for permitting Floor XIII to site and operate.

Floor XIII's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Access to Quality Product**: Floor XIII will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
3. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Floor XIII's security systems and processes.
4. **Responsibility**: Floor XIII is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
5. **Economic Development**: Floor XIII's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Floor XIII will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

Competitive Advantage

Floor XIII possesses several strengths that separate Floor XIII from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Floor XIII is a Massachusetts domestic for-profit limited liability company. Floor XIII will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Floor XIII will apply for all state and local permits and approvals required to build out and operate the facility.

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

Products & Services

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

1. Concentrates
2. Tinctures
3. Pre-Dosed Oil Vaporizers
4. Infused Food and Beverages

Pricing Structure

Floor XIII's pricing structure will vary based on market conditions. Floor XIII plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Floor XIII's plan to grow the company includes:

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

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

Communication

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

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

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

Floor XIII will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

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

Sales

Floor XIII will sell its products and services by engaging customers with knowledgeable personnel.

Floor XIII will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for

consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

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

Logo

Floor XIII will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

FINAL REMARKS

Floor XIII has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Floor XIII hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Floor XIII’s security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales \$5 billion in 2023, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Floor XIII is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high-quality standard operating procedures and growth strategies. In doing so, Floor XIII looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Floor XIII Medicinals, LLC (“Floor XIII”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Floor XIII agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), Floor XIII will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Floor XIII will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Floor XIII will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Floor XIII packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Floor XIII’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Floor XIII Medicinals, LLC (“Floor XIII”) will comply with the following sanitary requirements:

1. Any Floor XIII agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Floor XIII agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Floor XIII’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Floor XIII’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Floor XIII’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Floor XIII will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floor XIII’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Floor XIII’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Floor XIII’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Floor XIII will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Floor XIII acknowledges and understands that the Commission may require Floor XIII to demonstrate the intended and actual use of any toxic items found on Floor XIII’s premises;

11. Floor XIII will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Floor XIII's needs;
12. Floor XIII's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Floor XIII will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Floor XIII will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Floor XIII will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

Floor XIII will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Floor XIII to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

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

Testing

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

Any Independent Testing Laboratory relied upon by Floor XIII for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

Floor XIII's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Floor XIII acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Floor XIII's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12),

either by the Independent Testing Laboratory returning excess marijuana to Floor XIII for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Floor XIII's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Floor XIII will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";

2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Floor XIII will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Floor XIII Medicinals, LLC (“Floor XIII”) will securely maintain personnel records, including registration status and background check records. Floor XIII will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Floor XIII will undergo a detailed background investigation prior to being granted access to a Floor XIII facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Floor XIII pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Floor XIII will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Floor XIII will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Floor XIII will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Floor XIII or the Commission.

Personnel Policies and Training

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

Floor XIII will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Floor XIII operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Floor XIII.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Floor XIII and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Floor XIII will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Floor XIII will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer

- Floor XIII will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Floor XIII will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Floor XIII for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Floor XIII's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Floor XIII will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Floor XIII agents present during the disposal or other handling, with their signatures. Floor XIII will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Floor XIII is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Floor XIII will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)

- Records that any and all of Floor XIII's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Floor XIII shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Floor XIII closes, all records will be kept for at least two (2) years at Floor XIII's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Floor XIII will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Floor XIII's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Floor XIII's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Floor XIII operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all board of directors, members, and executives of Floor XIII, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Floor XIII's website.
 - Policies and procedures for the handling of cash on Floor XIII premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Floor XIII shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

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

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Floor XIII shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Floor XIII Medicinals, LLC (“Floor XIII”) will ensure that all employees hired to work at a Floor XIII facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Floor XIII will maintain a list of anticipated positions and their qualifications.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Floor XIII’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Floor XIII Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Floor XIII or by a third-party vendor engaged by the Floor XIII. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Floor XIII Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Floor XIII Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Floor XIII Agents which shall include:
 - Conduct of Floor XIII Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

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

After successful completion of the Basic Core Curriculum, each Floor XIII Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Floor XIII to maintain designation as a Responsible Vendor. Once the Floor XIII Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Floor XIII Medicinals, LLC (“Floor XIII”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Floor XIII will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Floor XIII is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Floor XIII will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Floor XIII is in the process of considering opportunities for renewable energy generation (including wind and solar options). Floor XIII’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Floor XIII may reconsider at a future date. Floor XIII will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Floor XIII is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

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

Opportunities for Engagement with Energy Efficiency Programs

Floor XIII also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other

potential energy saving programs and initiatives. Floor XIII will also coordinate with its utility companies to explore any energy efficiency options available to Floor XIII.

DIVERSITY PLAN

Statement of Purpose

Floor XIII is committed to fostering an inclusive environment where every individual feels valued and respected. Through this diversity plan, Floor XIII aims to celebrate differences, promote equity, and leverage diverse perspectives to drive innovation and excellence in all aspects of the organization. By embracing diversity, Floor XIII strives to create a workplace that empowers individuals to reach their full potential and contributes to a stronger, more vibrant community. Floor XIII will continue to cultivate an environment where diversity is not only accepted but celebrated as a cornerstone of our success.

Goals

In order for Floor XIII to promote equity for the above-listed groups in its operations, Floor XIII has established the following goals:

1. Ensure that Floor XIII's staff is comprised of diverse individuals, with a more specific breakdown as follows:
 - a. At least 40% of all staff will be women;
 - b. At least 10% of all staff will be people of color;
 - c. At least 5% of all staff will be veterans;
 - d. At least 10% of staff will identify as LGBTQ+; and
 - e. At least 5% of staff will be people with disabilities.
2. Requiring annual training for all employees on diversity, equity, and inclusion.
3. Creating an inclusive work environment such that Floor XIII has no less than an 85% employee satisfaction rate with its DEI initiatives and outcomes.

Programs

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

- Completing an annual employee demographic analysis to determine the success of our goals and to help inform our equity efforts within the business;
- Advertising open positions (as jobs become available, but no less than annually) with diverse job boards, including DiversityJobs.com;
- Provide annual DEI training to employees on topics such as cultural sensitivity and recognizing unconscious bias, which will also be required for all new employees at the time of the hire. These trainings will become a part of each employee's personnel file.
- Surveying employees no less than annually to assess its inclusivity and seek areas for improvement and conducting exit interviews to receive feedback on its diversity and inclusivity efforts. Floor XIII will use these employee surveys and exit interviews to further inform adjustments to its diversity and inclusivity efforts.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Floor XIII continues to meet its commitments. Such measurable outcomes, in accordance with Floor XIII's goals and programs described above, include:

- Reviewing employment composition data and counting the total number of hired individuals falling into the above-listed demographics, to ensure that at least 40% or

more of Floor XIII's total work force is comprised of women, at least 10% is comprised of people of color, at least 5% is comprised of veterans, at least 10% is comprised of people who identify as LGBTQ+, and at least 5% is comprised of people with disabilities;

- Documenting the number and frequency of open job placements advertised with diverse job boards;
- Documenting DEI training for all employees, including any materials used; and
- Documenting all surveys and exit interviews of staff with respect to Floor XIII's diversity and inclusivity efforts.

Beginning upon receipt of Floor XIII's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Floor XIII will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate Floor XIII's measurable outcomes no less than twice annually to ensure that Floor XIII is meeting its commitments. Floor XIII is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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