Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100192

Original Issued Date: 08/13/2026

Issued Date: 08/13/2026

Expiration Date: 08/13/2027

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number: PDO103675

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Grateful Delivery, LLC

Phone Number: 617-404-5914 **Email Address:** mlittle4906@gmail.com

Business Address 1: 723 Washington St **Business Address 2:**

Business City: Quincy **Business State:** MA **Business Zip Code:** 02169

Mailing Address 1: 723 Washington St **Mailing Address 2:**

Mailing City: Quincy **Mailing State:** MA **Mailing Zip Code:** 02169

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 **Percentage Of Control:** 51

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

First Name: Matthew **Last Name:** Little **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Native Hawaiian or Other Pacific Islander (Native Hawaiian, Samoan, Chamorro, Tongan, Fijian, Marshallese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25 **Percentage Of Control:** 25

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

First Name: Ronald **Last Name:** Affsa **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 3

Percentage Of Ownership: 24

Percentage Of Control: 24

Role: Owner / Partner

Other Role:

First Name: Martin

Last Name: Egan

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Executive Office of Economic Development Cannabis Social Equity Trust Fund

Entity DBA:

Email: Joseph.Gilmore@mass.gov

Phone: 617-507-9668

Address 1: 1 Ashburton Place, Room 2101

Address 2:

City: Boston

State: MA

Zip Code: 02108

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: $25000

Percentage of Initial Capital: 83.3

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Ron

Last Name: Affsa

Suffix:

Marijuana Establishment Name: Cadella LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Quincy

Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 723 Washington St

Establishment Address 2: n/a

Establishment City: Quincy

Establishment Zip Code: 02169

Approximate square footage of the establishment: 1842

How many abutters does this property have?: 8

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload

				Date
Community Outreach Meeting Documentation	COM_Attestation-for filing.pdf	pdf	6940aca778e4c85baa0f73bb	12/15/2025
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning.pdf	pdf	6940acc078e4c85baa0f73d2	12/15/2025
Executed HCA Waiver	HCA Waiver Form Signed 12-31-25.pdf	pdf	69693aa4ec39420b54defa3f	01/15/2026

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
Donation Acceptance Letter	Recovered Souls MOU.pdf	pdf	696fa4c4848d38a83d2626af	01/20/2026
Plan for Positive Impact	Plan to Postively Impact Areas of Disproportionate Impact 1-28-26.pdf	pdf	697a3ce9848d38a83d2db7a7	01/28/2026

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Matthew **Last Name:** Little **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Ronald **Last Name:** Affsa **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

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

First Name: Martin **Last Name:** Egan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate	dua-Cert of	pdf	6924c30e231dde3d9ebf07b2	11/24/2025

of Good standing	compliance.pdf			
Department of Revenue - Certificate of Good standing	DOR-CGS.pdf	pdf	6926fbbf78e4c85baa00184f	11/26/2025
Secretary of Commonwealth - Certificate of Good Standing	Corp-COGS.pdf	pdf	6932f87278e4c85baa06928d	12/05/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Amended_Operating_Agrmt-executed.pdf	pdf	6924c34bcd24c46cc641a0dd	11/24/2025
Articles of Organization	Cert of Organization.pdf	pdf	6924c35f231dde3d9ebf085c	11/24/2025

Massachusetts Business Identification Number: 001836950

Doing-Business-As Name:

DBA Registration City: Quincy

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Operating Agreement or Articles of Incorporation	Amended_Operating_Agrmt-executed.pdf	pdf	6924c3bd231dde3d9ebf0935	11/24/2025
Proposed Timeline	Grateful Delivery Proposed Timeline (11-2025).pdf	pdf	6924c4b8231dde3d9ebf09ce	11/24/2025
Plan for Liability Insurance	Plan to obtain insurance.pdf	pdf	6924c5d8231dde3d9ebf0cc8	11/24/2025
Business Plan	Business Plan.pdf	pdf	6940aa68fe58050a08d29379	12/15/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Plan.pdf	pdf	67ae7a0dac5cea389e8028c4	02/13/2025
Inventory procedures	Inventory.pdf	pdf	67ae7a8e2cd2ec2282a0f58e	02/13/2025
Quality control and testing procedures	Quality Control.pdf	pdf	67ae7a982cd2ec2282a0f5a2	02/13/2025
Dispensing procedures;inactive	Dispensing Procedures.pdf	pdf	67ae7aafac5cea389e8029c6	02/13/2025
Record-keeping procedures	Record Keeping Procedures.pdf	pdf	67ae7ab8ac5cea389e8029da	02/13/2025
Maintenance of financial records	Financial Records.pdf	pdf	67ae7ac2ac5cea389e8029ee	02/13/2025
Qualifications and training	Employee Training.pdf	pdf	67ae7ac9ac5cea389e802a05	02/13/2025
Energy Compliance Plan	Energy Compliance.pdf	pdf	67ae7acfac5cea389e802a19	02/13/2025
Prevention of diversion	prevention of storage.pdf	pdf	67d1ca72541e85345e28fe7b	03/12/2025
Transportation of marijuana	Transportation.pdf	pdf	67d1cc5ddc92c5a698fadef3	03/12/2025
Delivery procedures (pursuant to 935 CMR 500.145)	Delivery Plan.pdf	pdf	67d1cc65dc92c5a698fadf3f	03/12/2025
Personnel policies	Personnel Policies.pdf	pdf	67d9a1fa8a685463b2bb8ceb	03/18/2025

Qualifications and training	Qualifications and Training.pdf	pdf	67d9a2138a685463b2bb8d05	03/18/2025

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM **Monday To:** 9:00 PM

Tuesday From: 8:00 AM **Tuesday To:** 9:00 PM

Wednesday From: 8:00 AM **Wednesday To:** 9:00 PM

Thursday From: 8:00 AM **Thursday To:** 9:00 PM

Friday From: 8:00 AM **Friday To:** 9:00 PM

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

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

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

Agreements with Marijuana Retailers 1

Owner First Name: Ronald **Owner Last Name:** Affsa **Owner Suffix:**

Marijuana Retailer Legal Name: Cadella LLC **Marijuana Retailer DBA:** Quincy Cannabis Co.

Marijuana Retailer Description:

Marijuana Retailer Phone: **Marijuana Retailer Email:** **Marijuana Retailer Website:**

Marijuana Retailer Address 1: 715 Washington Street **Marijuana Retailer Address 2:**

Marijuana Retailer City: Quincy **Marijuana Retailer State:** MA **Marijuana Retailer Zip Code:** 02169 **Marijuana Retailer Country:** USA

Marijuana Retailer Mailing Address 1: **Marijuana Retailer Mailing Address 2:**

Marijuana Retailer Mailing City:	Marijuana Retailer Mailing State:	Marijuana Retailer Mailing Zip Code:	Marijuana Retailer Mailing Country:

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Marijuana_Delivery_Agreement_-_Cadella-Grateful_-_1.9.25.pdf	pdf	6969372b2ceff0deae70aaa7	01/15/2026

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

Record 1

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Provider Legal Name: Onfleet **Provider DBA:**

Provider Description: last mile delivery platform

Provider Phone: **Provider Email:** **Provider Website:**

Provider Address 1: 703 Market Street **Provider Address 2:**

Provider City: San Francisco **Provider State:** CA **Provider Zip Code:** 94103 **Provider Country:** USA

Provider Mailing Address 1: **Provider Mailing Address 2:**

Provider Mailing City: **Provider Mailing State:** **Provider Mailing Zip Code:** **Provider Mailing Country:**

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Onfleet__Grateful Delivery_ Pre Engagement Letter .pdf	pdf	6924ca3d231dde3d9ebf1d08	11/24/2025

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): Nov. 6, 2025

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: 10/23/25
    b. Name of publication: Patriot Ledger

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: 10/29/25

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: 10/20/25

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:

Grateful Delivery LLC

Name of applicant's authorized representative:

Kimberly Kroha, Esq.

Signature of applicant's authorized representative:

Kimberly Kroha

Digitally signed by: Kimberly Kroha
DN: CN = Kimberly Kroha email = kimberlyk@bbb-lawfirm.com C = AD
Date: 2025.11.13 14:12:47 -05'00'

Exhibit A

LOCALiQ
NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

AFFIDAVIT OF PUBLICATION

Baker Braverman & Barbadoro Pc
1200 Crown Colony DR # 610
Attn: Accounts Payable
Quincy MA 02169-0938

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK

The Patriot Ledger, a newspaper printed and published in the city of Quincy, and of general circulation in the County of Norfolk, 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:

10/23/2025

and that the fees charged are legal.

Sworn to and subscribed before on 10/23/2025

Legal Clerk

Notary, State of WI, County of Brown

8 25 26

My commission expires

Publication Cost:	$126.68	
Tax Amount:	$0.00	
Payment Cost:	$126.68	
Order No:	11771098	# of Copies:
Customer No:	673679	0
PO #:	Kimberly Kroha	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

723 Washington St., Quincy
LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 6, 2025 at 5:30 P.M. at 1200 Crown Colony Dr., Quincy, MA 02169. The proposed Marijuana Courier facility is anticipated to be located at 723 Washington St., Quincy, MA 02169. There will be an opportunity for the public to ask questions. Questions can be directed to Kimberly Kroha, Esq. Baker, Braverman & Barbadoro, PC. 781-848-9610.

AD# 11771098
PL 10/23/2025

Exhibit B

Baker, Braverman & Barbadoro, P.C.

ATTORNEYS AND COUNSELORS AT LAW
1200 CROWN COLONY DRIVE
SUITE 610
QUINCY, MASSACHUSETTS 02169-0938

WARREN F. BAKER
PAUL N. BARBADORO
GENE J. GUIMOND
CHRISTOPHER J. SULLIVAN
THERESA BARBADORO KOPPANATI*
KIMBERLY K. KROHA**
ALLISON C. WALSH*

LAWRENCE A. DINARDO
SUSAN M. MOLINARI
DUANE G. SULLIVAN
SHARON F. FEAREY

RICHARD C. ASH
ISABELLA N. SHIELDS
MOLLY K. CODEANNE

*ALSO ADMITTED IN NY
**ALSO ADMITTED IN FL

TELEPHONE
(781) 848-9610

TELECOPIER
(781) 848-9790

INTERNET ADDRESS
WWW.BBB-LAWFIRM.COM

JONATHAN BRAVERMAN (1955-2025)
DOUGLAS C. PURDY (1943-2016)

October 28, 2025

City of Quincy
Office of City Clerk
1305 Hancock St.
Quincy, MA 02169

Dear Clerk Crispo,

This letter hereby provides notice of an upcoming community meeting for Grateful Delivery LLC, an entity seeking a social equity application for a Marijuana Courier license, which would enable them to perform deliveries for Marijana Establishments. In that regard, regulations issued by the Cannabis Control Commission allow Marijuana Couriers to deliver cannabis from licensed retailers to consumers, but Marijuana Couriers are not allowed to store or directly sell cannabis or cannabis products to consumers.

In that regard, please be notified of the following:

> **Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 6, 2025 at 5:30 P.M. at 1200 Crown Colony Dr., Quincy, MA 02169. The proposed Marijuana Courier facility is anticipated to be located at 723 Washington Street, Quincy, MA 02169. There will be an opportunity for the public to ask questions. Questions can be directed to Kimberly Kroha, Esq. Baker, Braverman & Barbadoro, PC. 781-848-9610.**

Thank you and please let me know if you have any questions.

Sincerely,

Kimberly Kroha, Esq.

Exhibit C

Baker, Braverman & Barbadoro, P.C.

WARREN F. BAKER
PAUL N. BARBADORO
GENE J. GUIMOND
CHRISTOPHER J. SULLIVAN
THERESA BARBADORO KOPPANATI*
KIMBERLY K. KROHA**
ALLISON C. WALSH*

LAWRENCE A. DINARDO
SUSAN M. MOLINARI
DUANE G. SULLIVAN
SHARON F. FEAREY

RICHARD C. ASH
ISABELLA N. SHIELDS
MOLLY K. CODEANNE

*ALSO ADMITTED IN NY
**ALSO ADMITTED IN FL

ATTORNEYS AND COUNSELORS AT LAW
1200 CROWN COLONY DRIVE
SUITE 610
QUINCY, MASSACHUSETTS 02169-0938

TELEPHONE
(781) 848-9610

TELECOPIER
(781) 848-9790

INTERNET ADDRESS
WWW.BBB-LAWFIRM.COM

JONATHAN BRAVERMAN (1955-2025)
DOUGLAS C. PURDY (1943-2016)

October 21, 2025

[redacted]

To Whom it May Concern,

This letter hereby provides notice of an upcoming community meeting for Grateful Delivery LLC, an entity seeking a social equity application for a Marijuana Courier license, which would enable them to perform deliveries for Marijana Establishments. In that regard, regulations issued by the Cannabis Control Commission allow Marijuana Couriers to deliver cannabis from licensed retailers to consumers, but Marijuana Couriers are not allowed to store or directly sell cannabis or cannabis products to consumers.

In that regard, please be notified of the following:

> **Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for November 6, 2025 at 5:30 P.M. at 1200 Crown Colony Dr., Quincy, MA 02169. The proposed Marijuana Courier facility is anticipated to be located at 723 Washington Street, Quincy, MA 02169. There will be an opportunity for the public to ask questions. Questions can be directed to Kimberly Kroha, Esq. Baker, Braverman & Barbadoro, PC. 781-848-9610.**

Thank you and please let me know if you have any questions.

Sincerely,

Kimberly Kroha, Esq.

GRATEFUL DELIVERY LLC
PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The purpose of this plan is to outline how Grateful Delivery LLC (“Grateful Delivery”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the marijuana establishment at 723 Washington Street, Quincy, 02169 (the “Premises”).

Grateful Delivery seeks a Marijuana Courier license from the Massachusetts Cannabis Control Commission (the “CCC”) to operate a home delivery service from its office in Quincy, Massachusetts, delivering marijuana products from Marijuana Retailers to consumers. As a proposed courier service, Grateful Delivery’s business does not include storing or handling marijuana products at the Premises.

The Premises is located in the Industrial B (Ind B) Zoning District and is properly zoned pursuant to the City of Quincy Zoning Bylaw, Table of Uses and Chapter 375, Section 6.11 governing Marijuana Establishments. Grateful Delivery’s business can accurately be described as a Business or professional or other general office use, which is allowed to operate by right from the Premises. Quincy’s Zoning Bylaw has a special permit requirement for certain types of Marijuana Establishments, but not for Grateful Delivery, which is limited to couriering product from other licensed Marijuana Retailers to consumers under the CCC regulations. In that connection, the Quincy Bylaw requires that, “In order to lawfully engage in the business of selling, cultivating, manufacturing or processing marijuana or marijuana products in the City on and after the date of passage of this section, any person seeking to engage in these activities must qualify for and obtain a special permit in accordance with the requirements of this section.” Grateful Delivery is not subject to the special permit requirement and is a “by right” use in the proposed location.

Furthermore, Grateful Delivery satisfies the remaining requirements of the Quincy Zoning Bylaw c. 375, §6.11.4.1A and G.L. c. 94G, §5(b)(3), because the Premises is not located within five hundred (500) linear feet of:

a. Any preexisting elementary or secondary public or private school providing education in pre-school, kindergarten, or any of grades one through 12; or
b. Any other educational institution which enrolls students under the age of 21 years of age; or
c. Any public playground or any athletic field which serves youth under the age of 21 years; or
d. Any childcare or daycare center, or any other facility in which children commonly congregate; or
e. Any public facility which sponsors youth activities for youth under the age of 21 years; or
f. Any public park; or
g. Any library; or

h. Any public transit center; or
i. Any public beach; or
j. Any public skating rink; or
k. Any establishment licensed under the provisions of M.G.L. Chapter 138, section 12.

There are no other codes, ordinances, or bylaws relative to the marijuana establishment. Grateful Delivery will comply with all of the criteria set forth in Quincy's Zoning Bylaw, c. 375, §6.11, governing the location and operation of Marijuana Establishments within the City. Grateful Delivery will work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all laws, regulations, rules, and codes with respect to design, construction, operation, and security. If, for example, a special permit is determined to be required for Grateful Delivery's Marijuana Courier application, then Grateful Delivery will apply for such special permit and not operate unless and until the permit is received.

In accordance with 935 CMR 500.101, Grateful Delivery convened a properly noticed Community Outreach Meeting on November 6, 2025 to inform and gather feedback from the community related to its proposed marijuana establishment at 723 Washington Street, Quincy, 02169.

RECOVERED SOULS

Memorandum of Understanding

Grateful Delivery LLC and The Recovered Soul Foundation

Grateful Delivery LLC is committed to supporting The Recovered Souls Foundation and its mission of supporting individuals as they strive to achieve, maintain, and thrive in their recovery.

Grateful Delivery will provide philanthropic donations to the Recovered Souls Foundation and participate in volunteer opportunities as they present themselves in the Recovered Souls calendar.

Grateful Delivery chose to support The Recovered Souls Foundation based on its mission and their presence in the community in which they both serve.

Recovered Souls is a charitable foundation established to support individuals in recovery from substance addiction and remove barriers that interfere with maintaining sobriety and achieving personal and professional well-being.

Recovered Souls is a 501(c)(3) Tax ID: **822781328**

Tina M. Cahill / July 25,2025

Tina.M.Cahill

Recovered Souls Representative and Date

7/27/2025

Grateful Delivery Representative and Date

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Grateful Delivery LLC is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Grateful Delivery has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"). It has identified and created measurable goals, implementation methods, and timelines for specific programs to positively impact Quincy, MA, and other identified areas of disproportionate impact.

Grateful Delivery is integrating social equity as a core component of its business model. This Plan is designed to be operational, measurable, and sustainable, and will focus on building a maintainable growth trajectory and engaging marginalized communities.

Geographic Focus:
The Commission has identified Quincy, MA, as an area of disproportionate impact, the city where Grateful Delivery's office will be located. Grateful Delivery has a mission to create an inclusive workforce and participant base, ensuring fair access to opportunities for historically marginalized groups.

Goals:
The Company's goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Donate monies to areas of disproportionate impact of $1,000 per year to The Recovered Souls Foundation. See enclosed Memorandum of Understanding. The Recovered Souls Foundation is based in Quincy, MA, and provides services to individuals on the South Shore, including areas of disproportionate impact, such as Braintree and Abington.

Goal 1: Hiring

Grateful Delivery will work to find qualified candidates who have past drug convictions or who have parents or spouses with drug convictions. Grateful Delivery anticipates seeking employees through various community channels to reach marginalized and impacted individuals who fall within the Commission's designation for populations in areas of disproportionate impact

("Impacted Individuals"). Grateful Delivery will give hiring preference to qualified Impacted Individuals.

Hiring Commitment and Frequency
Grateful Delivery anticipates hiring 2 employees annually.

- Hiring will occur on a quarterly basis, with additional hiring as business needs require
- Entry-level courier and operational roles will be prioritized to maximize accessibility for Impacted Individuals

Recruitment Programs:
Grateful Delivery will implement the following recruitment programs:

- Outreach through local community organizations and job boards serving impacted populations;
- Participation in job fairs or workforce development events in Quincy or nearby impacted areas;
- Direct outreach to community-based organizations that support justice-involved individuals or workforce reentry.

Metrics and Tracking
Grateful Delivery will track the following metrics internally;

- Total number of employees hired annually;
- Number and percentage of hires who qualify as Impacted Individuals;
- Employee retention rates at 6-month and 12-month intervals

Metrics will be reviewed annually and maintained for Commission review upon request. The progress or success of its plan shall be documented annually on and after Grateful Delivery's renewal date (at least one year from provisional licensure, and each year thereafter).

Goal 2: Monetary Donation

Grateful Delivery will donate a minimum of $1,000 annually to The Recovered Souls Foundation, a Massachusetts-based nonprofit that provides recovery, reentry, and support services to individuals residing in Commission-approved Disproportionate Impacted Areas, including DIA census tracts in Quincy, Braintree, and Abington, Massachusetts.

Program Implementation:

- Donations will be made annually, within 30 days of Grateful Delivery's license renewal date.
- Funds will be provided as general operating support unless otherwise agreed in writing.
- The donation is intended to benefit individuals who reside in DIA-designated census tracts and who are impacted by substance use, prior enforcement, or justice involvement.

Metrics and Tracking:

Grateful Delivery will track:

- Annual donation amount;
- Proof of payment and executed Memorandum of Understanding.

Documentation will be retained and made available to the Commission upon request and will be reviewed annually at license renewal.

Compliance and Regulatory Commitments

Grateful Delivery pledges to adhere to the advertising, branding, marketing, and sponsorship practices and other requirements set forth in 935 CMR 500.105(4)(a), which provides the permitted advertising, branding, marketing, and sponsorship practices for all Marijuana Establishments. Grateful Delivery likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b).

Finally, none of the actions taken or programs instituted by Grateful Delivery will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

RECOVERED
SOULS

Memorandum of Understanding

Grateful Delivery LLC and The Recovered Soul Foundation

Grateful Delivery LLC is committed to supporting The Recovered Souls Foundation and its mission of supporting individuals as they strive to achieve, maintain, and thrive in their recovery.

Grateful Delivery will provide philanthropic donations to the Recovered Souls Foundation and participate in volunteer opportunities as they present themselves in the Recovered Souls calendar.

Grateful Delivery chose to support The Recovered Souls Foundation based on its mission and their presence in the community in which they both serve.

Recovered Souls is a charitable foundation established to support individuals in recovery from substance addiction and remove barriers that interfere with maintaining sobriety and achieving personal and professional well-being.

Recovered Souls is a 501(c)(3) Tax ID: **822781328**

Tina M. Cahill / July 25,2025

Tina.M.Cahill

Recovered Souls Representative and Date

7/27/2025

Grateful Delivery Representative and Date

AMENDED AND RESTATED OPERATING AGREEMENT OF GRATEFUL DELIVERY LLC

This Limited Liability Company Agreement of the GRATEFUL DELIVERY LLC, a Massachusetts registered limited liability company (the "LLC") organized pursuant to the provisions of Chapter 156C of the Massachusetts General Laws (the "Act") is entered into this __ day of March, 2025, amending and restating the Operating Agreement dated September 2024, by and among the LLC and the persons executing this Agreement as Member(s).

ARTICLE I. FORMATION

1.01 Organization – The LLC is organized upon the filing of the Certificate in the office of the Secretary of the Commonwealth of Massachusetts, which was September 5, 2024.

1.02 Agreement, Effect of Inconsistencies with Act - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing this Operating Agreement hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that this Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Operating Agreement expressly incorporates federal income tax rules by reference to sections of the applicable Code or Regulations, as further defined herein, or is expressly prohibited or ineffective under the Act, this Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendments. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Operating Agreement, and no Member shall be liable to the LLC or to any Member for any action or refusal to act taken in good faith reliance on the terms of this Operating Agreement. The Members and the LLC hereby agree that the duties and obligations imposed on the Members of the LLC as such shall be those set forth in this Operating Agreement, which is intended to govern the relationship among the LLC, the Members, notwithstanding any provision of the Act or common law to the contrary.

1.03 Name - The name of the LLC is "GRATEFUL DELIVERY LLC" and all business of the LLC shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.04 Effective Date - This LLC Agreement shall become effective immediately upon the execution of this Agreement.

1.05 Term - The LLC shall exist in perpetuity unless dissolved by the Members pursuant to this Agreement and Article XIV.

1.06 Registered Agent and Office **-** The registered agent for the service of process and the registered office shall be that person and location reflected in the Certificate on file in the Corporations Division of the Office of the Secretary of the Commonwealth of Massachusetts. The Members, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of the Commonwealth. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Members shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

1.07 Principal Office **-** The principal office of the LLC within the Commonwealth of Massachusetts shall be located at 85 Quincy Ave #4, Quincy, MA 02169, which may be altered by action of the Members or the Manager where applicable. The principal address for the resident agent of the LLC shall be Matthew Little, at 715 Washington St, Quincy, MA 02169, and may be altered by action of the Members or the Manager where applicable.

ARTICLE II. DEFINITIONS

For purposes of this Operating Agreement, capitalized terms herein shall have the meaning prescribed to such term in Appendix A, Definitions. The terms “his” or “he” and any other term denoting the masculine gender shall also denote both the feminine and neutral genders.

ARTICLE III. NATURE OF BUSINESS

The general character of the business of the LLC is to engage in the cannabis business by obtaining a transport license with the Massachusetts Cannabis Control Commission and to engage in any activities directly or indirectly related or incidental thereto, and to otherwise conduct any other lawful business activity which may be lawfully carried on by a registered limited liability company organized under the laws of the Commonwealth of Massachusetts. The LLC shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III.

ARTICLE IV. ACCOUNTING AND RECORDS

4.01 Records to Be Maintained - The Members shall maintain the following records at the Principal Office:

(a) A current list of the full name and last known business address of each Member, former Member and other holder of a Membership Interest;

(b) A copy of the Certificate of Organization and all amendments thereto, together with executed copies of any powers of attorney, if any, pursuant to which Certificates have been executed;

(c) Copies of the LLC's federal, foreign, state and local income tax returns and reports, if any, for the three (3) most recent taxable Years;

(d) Copies of this Operating Agreement including all amendments thereto; and

(e) Any financial statements of the LLC for the three most recent taxable Years.

4.02 Reports to Members

(a) The LLC shall provide reports to the Members at least quarterly and at such additional time and in such manner as the Members may determine reasonable; and

(b) The LLC shall provide all Members and Assignees with those information returns required by the Code and the laws of any state.

ARTICLE V. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members as well as their respective Membership Interests are as reflected on “Exhibit A”, attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI. MANAGEMENT OF THE LLC

6.01 Management by Members or Manager. Subject to election and appointment of a Manager or Managers pursuant to Article VII of this LLC Agreement, all decisions affecting the business of the LLC shall be decided by a vote of the Majority of the Members as defined in Appendix A. Except as may be required by the Act, the Members shall have the authority to: (i) exercise all the powers and privileges granted by the Act or any other law or this Operating Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC; and (ii) to take any other action not prohibited under the Act or other applicable law. All decisions of the Members respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by action of a Majority of the Members, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required. The Members have elected and appointed **Matthew Little** as Manager, which may be altered by action of the Members or the Manager where applicable.

6.02 Authority of Members to Bind the LLC - Only the Manager(s) (if any elected pursuant to Article 7) the Members, Officers and/or agents of the LLC authorized by the Members or Manager, shall have the authority to bind the LLC. No Person who is not a duly authorized Member, Manager, Officer or otherwise authorized as an agent shall take any action to bind the LLC, and each Member shall indemnify the LLC for any costs or damages incurred by the LLC as a result of the unauthorized action of such Member. Subject to election and appointment of a Manager or Managers pursuant to Article VII of this LLC Agreement, each Member, if and when duly authorized by the Members, has the power on behalf of the LLC, to do all things necessary or convenient to carry out the business and affairs of the LLC, including, without limitation:

(a) The institution, prosecution and defense of any Proceeding in the LLC's name;

(b) The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

(c) The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

(d) The entering into contracts, agreements, and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

(e) The lending of money, investment and reinvestment of the LLC's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping Members, Officers, employees, and agents;

(f) The conduct of the LLC's business, the establishment of LLC offices, and the exercise of the powers of the LLC within or without the Commonwealth of Massachusetts;

(g) The appointment of employees and agents of the LLC, the defining of their duties, and the establishment of their compensation;

(h) The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the LLC;

(i) The making of donations to the public welfare or for religious, charitable, scientific, literary, or educational purposes;

(j) The payment or donation, or any other act that furthers the business and affairs of the LLC;

(k) The payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the LLC, whether or not an agreement to pay such compensation was made before such services were rendered;

(l) The purchase of insurance on the life of any of its Members, or employees for the benefit of the LLC;

(m) The participation in partnership agreements, joint ventures, or other associations of any kind with any person, persons, entity, and/or entities; or

(n) The power to make guarantees of the obligations of another Person and/or Organization.

6.03 LLC Decisions - Notwithstanding anything to the contrary in this Operating Agreement and further notwithstanding the Members' election and appointment of a Manager or Managers:

(a) The following matters shall require approval by the Majority of the Members:

(i) causing or permitting the LLC to: (1) be a party to a merger, consolidation or other business combination or similar transaction; (2) convert into any other type of entity; or (3) undertake any public offering of any of its securities pursuant to a registration under the Securities Act of 1933, as amended;

(ii) causing or permitting the LLC to sell or otherwise transfer: (1) all or substantially all of the LLC Property; or (2) any asset, or group of related assets, the fair market value or Book Value of which exceeds Five Thousand Dollars ($5,000.00);

(iii) causing or permitting the LLC to incur any indebtedness for borrowed money, or to guarantee any obligation of any other Person, in each case other than in the ordinary course of business of the LLC;

(iv) causing or permitting the LLC to enter into any contract or agreement: (1) with a term in excess of three (3) years or involving payments by or to the LLC in excess of Five Thousand Dollars ($5,000.00) over the term of such contract or agreement (taking into account any permitted renewals or extensions thereof); or (2) denominated in a currency other than United States Dollars (other than such contracts or agreements for the sale by the LLC of its products or services or the purchase by the LLC of local raw materials, components, labor, utilities and other goods and services for its own needs, in each case in the ordinary course of business of the LLC);

(v) causing or permitting the LLC to cancel, amend or restate, or relinquish any material rights under this Agreement (including all Schedules and Exhibits), any ancillary document or any contract or agreement of the kind described in clause (iv) above to which the LLC is a party except as may be otherwise expressly provided herein, in the relevant ancillary document or in such other contract or agreement;

(vi) causing or permitting the LLC to make any Distribution of cash or other property of the LLC to the Members; or

(vii) requiring the Members to purchase insurance policies as contemplated in Article XII.

(b) Notwithstanding anything to the contrary contained in this Operating Agreement, the following matters shall require approval by unanimity of the Members owning a Membership Interest in the LLC:

(i) asking the Members to make Additional Contributions to the LLC, as provided in Article 8.02;

(ii) causing or permitting the LLC to enter into or engage in any transaction, contract, agreement, or arrangement that: (1) is unrelated to the LLC's purposes; (2) otherwise contravenes the Certificate or this Agreement; (3) would make it impossible to carry on the ordinary business of the LLC; or (4) is not directly related to the carrying on of the business of the LLC in the usual way;

(iii) causing or permitting the LLC to file a petition for an order for relief, voluntary or involuntary, under the United States Bankruptcy Code, in an original proceeding or by way of answer in any insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief or to commence liquidation (but this provision shall not be construed to require any Member to ensure the profitability or solvency of the LLC), or electing to dissolve the LLC;

(iv) causing or permitting the admission of an Additional Member to the LLC, except as may be expressly set forth in this Agreement;

(v) permitting or suffering a transfer of all or any portion of any Member's Membership Interest, except as expressly set forth in this Operating Agreement;

(vi) causing or permitting the LLC to make any capital expenditure with respect to any project or item or any series of related projects or items in excess of Ten Thousand Dollars ($10,000.00);

(vii) causing or permitting the LLC to adopt, make, change or alter any tax elections, depreciation methods, or other decisions with respect to treatment of various transactions for federal, state, or local income tax purposes;

(viii) the removal or appointment of the Manager of the LLC. Any vacancy occurring for any reason in the office of the Manager or any Officer shall be filled by the Members as promptly as practicable. Such unanimity shall be determined exclusive of the Officer or Manager to be removed; and

(ix) amending this Operating Agreement in any way which goes beyond a clerical correction of the text. All amendments must be in writing and signed by all Members.

(x) any matters that by operation of law require approval by unanimity of the Members.

6.04 Actions of the Members – Provided that the above enumerated matters are approved by the requisite count of Members as the case may be, each Member has the power to bind the LLC with regard to such duly approved matters as provided in this Article VI. Any difference arising as to any matter not enumerated herein, but within the authority of the Members, shall be decided by a Majority of the Members. No act of a Member in contravention of such determination shall bind the LLC to Persons having knowledge of such determination. Notwithstanding such determination, the act of a Member for the purpose of apparently carrying on the usual way the business or affairs of the LLC, including the exercise of the authority indicated in this Article shall bind the LLC, and no Person dealing with the LLC shall have any obligation to inquire into the power or authority of the Member acting on behalf of the LLC.

ARTICLE VII. RIGHTS AND DUTIES OF MEMBERS

7.01 Management Rights - All Members who are not Dissociated Members may choose to appoint a Manager from among the Members of the LLC. In the event there is more than one Member in the LLC said Manager may be elected by unanimous vote of the Members. The Manager appointed or elected as the case may be shall be vested with all the rights, duties, obligations and responsibilities of a Manager under the Act. In the event the Members choose to appoint or elect a Manager as provided herein, such Manager shall be vested with exclusive Management Rights with respect to the management of the LLC and the right to vote or appoint a Manager, if exercised, shall become the sole Management Right of the Members. Except as provided herein, if a Manager is appointed or elected, no Member, may act on behalf of the LLC or bind the LLC in any manner whatsoever, unless duly authorized by the LLC. In the event that the Members do not appoint a Manager, the LLC shall be member-managed as provided herein.

7.02 Liability of Members and Managers – Each Member and/or Manager shall be provided all the limited liability protections as set forth in the Act. The debts, obligations, and liabilities of the LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the LLC; and no Member or Manager shall be personally liable, directly or indirectly, including without limitation, by way of indemnification, contribution, assessment, or otherwise, for any such debt, obligation, or liability of the LLC solely by reason of being a Member and/or Manager of the LLC. No Member shall be liable either as a Member or as a Manager for the liabilities of the LLC. No Member or Manager shall have any personal liability for a breach of any duty to the LLC, or to another Member and/or Manager, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC and such action results in actual loss, cost, expense, claim and/or damage to the LLC, another Member and/or Manager. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members and/or Manager for LLC Liabilities.

7.03 Indemnification – Pursuant to Section 8 of the Act, each Member and/or Manager shall receive the following rights of indemnification. The LLC shall indemnify the Manager and/or the Members and the officers, directors, shareholders, partners, limited partners, member, manager, or any member which is an Organization and its agents for any and all costs, expenses losses, liabilities, and damages (including reasonable attorney's fees) paid or accrued by such Member and/or Manager or agent in connection with the business of the LLC or for any liability incurred and/or for any act performed by them within the scope of the authority conferred upon them by this agreement, and/or any act omitted to be performed, and/or any breach of any duty to the LLC and/or its Member or Manager, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the limited liability company, provided, however, that such indemnity shall be provided only out of and to the extent of the LLC's assets only and that no Member and/or Manager shall have any personal liability on account thereof, except as provided above.

7.04 Representations and Warranties - Each Member, and in the case of an Organization, the person(s) executing this Operating Agreement on behalf of the Organization, hereby represents and warrants to the LLC and each other Member that: (a) if that Member is a Organization, that it is duly organized, validly existing, and in good standing under the law of its state of Organization and/or state(s) it is authorized to conduct business in and that it has full organizational power to execute and agree to this Operating Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the LLC for the Member's own account as an investment and without an intent to distribute the interest; and (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

7.05 Conflicts of Interest –

(a) It is understood that the Members may enter into transactions that are similar to transactions which the LLC may enter into without the express written consent of the LLC and such participation in other transactions shall not be deemed a violation of any duty owed to the LLC.

(b) A Member does not violate a duty or obligation to the LLC merely because the Member's conduct furthers the Member's individual interest. A Member may lend money to and transact other business with the LLC. The rights and obligations of a Member who lends money to or transacts business with the LLC are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the LLC shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the LLC or a Majority of the Remaining Members, in either case, knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

ARTICLE VIII. CONTRIBUTIONS AND CAPITAL ACCOUNTS

The following provisions within this Article, shall be applicable to the LLC, and its constituent Members, to the extent that the LLC is taxed as a partnership, or such provisions are otherwise applicable to its form of taxation.

8.01 Initial Contributions – Each Initial Member shall make the Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A. If no time for the Contribution is specified, the Contributions shall be made upon the filing of the Certificate with the Secretary of the Commonwealth. The value of the Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Contribution and no Member shall have the right to withdraw or be repaid any Contribution except as provided in this Operating Agreement. Additional Capital Contributions may be made by any Member if agreed to by the Members and shall be reflected on Exhibit A hereto.

8.02 Additional Contributions - In addition to the Initial Contributions, the Members or the Manager if appointed, may determine from time to time that Additional Contributions are needed to enable the LLC to conduct its business. Upon making such a determination, the Members or Manager if appointed, shall give Notice to all Members in writing. Such Notice shall set forth the amount of Additional Contribution needed and the purpose for which the contribution is needed. In the event the Members do not approve such Additional Contribution by unanimous vote within ten (10) days of such notice the request for an Additional Contribution shall be deemed rejected.

(a) Approval Of Additional Contribution - In the event an Additional Contribution is approved by the Members each Member shall be entitled to contribute a proportionate share of such Additional Contribution. No Member shall be obligated to make any such Additional Contributions. In the event any one or more Members do not make their Additional Contribution, the other Members shall be given the opportunity to make the Additional Contributions. In the event that an Additional Contribution which a Member elects not to make is then contributed by another Member, said contribution amount shall be added to the Contributing Member's Capital Account. Each Additional Member shall make the Capital Contribution to which such Member has agreed, at the time or times and upon the terms to which the Members and the Additional Members agree.

(b) Rejection Of Additional Contribution – In the event the LLC requires additional funds and the Members reject a request for an Additional Contribution, any Member may, but shall not be obligated to loan such funds to the LLC. Any loan made pursuant to this Section shall be non-recourse to the Members; shall be evidenced by a promissory note; shall be unsecured unless agreed otherwise; shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest announced from time to time by The Wall Street Journal; shall be repaid out of the first funds available therefor after payment of LLC expenses to third parties and in any event prior to any distribution to any Member; and shall become due and payable in full not more than five (5) years after the date such loan is made.

8.03 Maintenance of Capital Accounts - The LLC shall establish and maintain a Capital Account for each Member and Assignee.

(a) Each Member's Capital Account shall be increased by: (1) the amount of any Money actually contributed by the Member to the capital of the LLC; (2) the fair market value of any Property (other than Money) contributed, as determined by the LLC and the Contributing Member at arm's length at the time of contribution (net of liabilities assumed by the LLC or subject to which the LLC takes such Property, within the meaning of Section 752 of the Code, and the Regulations interpreting such Section); and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including income and gain exempt from tax and adjustments to income and gain as a result of a Revaluation or in connection with Property Contributed in the manner described in section 1.704-1(b)(2)(iv)(g) to reflect the difference between the difference between the Book Value and the adjusted basis of LLC Property, but excluding allocations of income and gain described in section 1.704-1(b)(4)(i) of the Regulations under which such difference is reflected for tax purposes).

(b) Each Member's Capital Account shall be decreased by: (1) the amount of any Money distributed to the Member by the LLC; (2) the fair market value of any Property distributed to the Member, as determined by the LLC and the Member receiving the Distribution at arm's length at the time of Distribution (net of liabilities of the LLC assumed by the Member or subject to which the Member takes such Property within the meaning of Section 752 of the Code); and (3) the Member's share of Net Losses and of any separately allocated items of Net Loss (including adjustments for depreciation, depletion, amortization, and loss as a result of a Revaluation or in connection with Property Contributed in the manner described in section 1.704-1(b)(2)(iv)(g) to reflect the difference between the difference between the Book Value and the adjusted basis of LLC Property, but excluding allocations of depreciation, depletion, amortization, and loss described in section 1.704-1(b)(4)(i) of the Regulations under which such difference is reflected for tax purposes).

8.04 Distribution of Assets - If the LLC at any time Distributes any of the LLC Property (other than Money) in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article IX below) of the Net Profits or Net Losses that would have been realized by the LLC had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

8.05 Sale or Exchange of Interest - In the event of a sale or exchange of some or all of a Membership Interest, the Capital Account of the Transferring Member shall become the Capital Account of the Assignee, to the extent it relates to the portion of the Interest Transferred.

8.06 Revaluation of Property - The Capital Accounts of the Members shall be increased or decreased to reflect a revaluation of LLC Property (including intangible assets such as goodwill) on the LLC's books in connection with a Revaluation Event. Upon such Revaluation: (1) the Book Value of LLC Property shall be adjusted based on the fair market value of LLC Property (taking Section 7701(g) of the Code into account) on the Revaluation Date; and (2) the unrealized income, gain, loss, or deduction inherent in such LLC Property (that has not been reflected in the Capital Accounts previously) would be allocated among the Members as if there were a taxable disposition of such LLC property for such fair market value on the Revaluation Date.

8.07 Compliance with Section 704(b) of the Code - The provisions of this Article as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article IX to have a substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Articles IX and XIV and the Capital Contributions made pursuant to Article VIII. Notwithstanding anything to the contrary herein, this LLC Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member or Assignee to make a Contribution in excess of the Initial Contribution or any Additional Contribution of the Member.

ARTICLE IX. ALLOCATIONS AND DISTRIBUTIONS FROM OPERATIONS

The following allocations are generally applicable to the LLC and generally reserved for the LLC when taxed as a partnership. In the event that the LLC is not taxed as a partnership, then such rules shall be generally applicable except if other applicable tax laws require otherwise.

9.01 Allocations of Net Profits and Net Losses from Operations - Except as may be required by section 704(c) of the Code and the provisions of this Article IX, Net Profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their Membership Interest, as set forth in Exhibit A. Provided, however, upon admittance of any Additional Member, so long as the Additional Member has an outstanding debt to the LLC, said Additional Member shall not be entitled to share in the net profits and losses until said debt is fully paid. Until said debt is fully paid the amount of income which would otherwise under this Paragraph be paid to said Additional Member shall be first applied to the interest payments outstanding on said obligation then applied to reduce the principal outstanding on the obligation. Any excess thereafter shall be distributed to the Additional Member in accordance with this Paragraph.

9.02 LLC Minimum Gain Chargeback - If there is a net decrease in LLC Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in LLC Minimum Gain. A Member's share of the net decrease in LLC Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the LLC Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in LLC Minimum Gain resulting from a Revaluation of LLC Property equals the increase in the Member's Capital Account attributable to the Revaluation to the extent the reduction in minimum gain is caused by the Revaluation. A Member is not subject to the LLC Minimum Gain chargeback requirement to the extent the Member's share of the net decrease in LLC Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of section 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

9.03 Member Minimum Gain Chargeback - If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain ("partner minimum gain" as determined under section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the LLC Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of section 1.704-2(g)(2) of the Regulations. A Member is not subject to this Member Minimum Gain chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly an LLC Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain chargeback is added to the Member's share of LLC Minimum Gain. In addition, rules consistent with those applicable to LLC Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain chargeback to the extent provided under the Regulations issued pursuant to section 704(b) of the Code.

9.04 Qualified Income Offset - Notwithstanding any provision of this LLC Agreement to the contrary (other than Articles 9.02 and 9.03 above), in the event that a deficit in a Member's Capital Account is created or increased (taking into account any allocations, adjustments, or distributions described in section 1.704-1(b)(2)(ii)(d)(4) through 1.704-1(b)(2)(ii)(d)(6) of the Regulations in excess of such Member's share of LLC Minimum Gain and Member Minimum Gain, plus any amount that the Member is obligated to restore to the LLC (an “Offsettable Decrease”), such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

9.05 Interim Distributions - From time to time, the Members shall determine in their reasonable judgment to what extent, if any, the LLC's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members may make distributions to the Members in accordance with their Membership Interest, subject to the repayment of Money contributions as described above. Such distributions shall be in cash or Property or partly in both in any proportion, as determined by the Members. All interim distributions which, when made, exceed the recipient Member's basis in that Member's Membership Interest shall be considered advances or drawings against the Member's distributive share of net income. To the extent it is determined at the end of the Taxable Year of the LLC that the recipient Member has not been allocated net income that equals or exceeds the total of such advances or drawings for such year, the recipient Member shall be obligated to restore any such advances or drawings to the LLC. Notwithstanding the foregoing sentence, the Member will not be required to restore such advances or drawings to the extent that, on the last day of the Taxable Year, the recipient Member's basis in the Member's interest in the LLC has increased from the time of such advance or drawing.

9.06 Tax Distributions – Notwithstanding anything to the contrary herein, the LLC shall make minimum distributions to the Members in an amount not to exceed the actual pass-through tax liabilities of the Members as a result of owning a Membership Interest in the LLC.

9.07 Limitations on Distributions – Subject to the Manager’s discretion, no distribution shall be declared and paid unless, after the distribution is made, the assets of the LLC are in excess of all liabilities of the LLC, except liabilities to Members on account of their Capital Accounts.

9.08 Notwithstanding anything to the contrary otherwise contained herein, in the event of a consensual dissolution and winding up of the LLC as contemplated in Article XIV herein, all assets contributed to the LLC by any particular Member shall be designated and labeled as an asset contributed by such Member. Upon distribution of assets in kind, during the term of this LLC or otherwise, the Contributing Member shall have the right to require that such assets as were contributed by such Member be distributed to such Member. As assets were contributed based on fair market value, such assets shall be distributed on the basis of their fair market value as determined by the Members. Any Member entitled to an interest is such assets shall, unless otherwise determined by the Members, receive separate assets of the LLC, and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

ARTICLE X. TAXES

10.01 Elections - The Members may make any tax elections for the LLC allowed under the Code or the tax laws of the Commonwealth of Massachusetts, and/or any state or other jurisdiction having Taxing Jurisdiction over the LLC.

10.02 Taxes of Taxing jurisdictions - To the extent that the laws of any Taxing Jurisdiction require, each Member and economic interest holder (or such Members as may be required by the Taxing Jurisdiction) will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, interest, and penalties assessed on such income. If the Member fails to provide such agreement, the LLC may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty, and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article IX.

10.03 Composite Return - The Members may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the LLC and pay the tax, interest, and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the LLC shall inform the Members of the amount of such tax, interest, and penalties so paid.

10.04 Tax Matters Partner – The initial Tax Matters Partners, pursuant to Section 6231 (a)(7) of the Code shall be **Matthew Little**. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of the Regulations interpreting Section 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by sections 6222 through 6232 of the Code without the consent of the Members.

10.05 Cash Method of Accounting - The records of the LLC shall be maintained on a cash receipts and disbursements method of accounting.

ARTICLE XI. DISPOSITION OF MEMBERSHIP INTERESTS

11.01 Disposition – No Member may transfer his Membership Interest without the express written approval of the Remaining Members pursuant to this Article. Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest only upon compliance with this Article and with Article XII below. No Membership Interest shall be disposed of:

(a) if such disposition, alone or when combined with other transactions, would result in a termination of the LLC within the meaning of Section 708 of the Code;

(b) unless otherwise agreed, without an opinion of counsel satisfactory to the Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

(c) unless and until the LLC receives from the Assignee the information and agreements that the Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

(d) unless and until the provisions of paragraph 11.03 below are complied with or the other Members waive the requirements of such paragraph in writing.

11.02 Certificate of Value - Simultaneously with the execution of this Agreement and within thirty (30) calendar days of the close of each fiscal year of the LLC thereafter, or at more frequent intervals if the Members so desire, the Members shall hold a special meeting of the Members for the purpose of determining the fair market value of the LLC. The Members shall designate the fair market value of the LLC on a Certificate of Value in such form as attached hereto as Exhibit B. The determination of value set forth in said Certificate of Value shall be binding on the Members for purposes of the purchase of a Membership Interest upon Dissociation. The fair market value of the LLC shall be determined by agreement between the Members. The fair market value shall be computed as the amount which could reasonably be expected to be realized upon sale of the LLC as a going concern. If the Members cannot agree upon the fair market value of the Membership Interests, or if no Certificate of Value has been executed within the twelve (12) months preceding such valuation, the fair market value thereof shall be determined by the accountant who regularly services the LLC, consistent with generally accepted accounting principals ("GAAP").

11.03 Offer to Purchase - In the event that more than one (1) Member executes this Agreement, or Additional Members are admitted hereunder such that the LLC has more than one (1) Member, and a Member desires to give, sell, assign, transfer, encumber or otherwise dispose of all or any part of his Membership Interest, they shall proceed in accordance with this Article XI, and only in the following manner:

(a) The Member (hereinafter for purposes of this Article XI "Offeror") shall first make a written offer (hereinafter for the purposes of this Article XI, "Offer to Purchase") to the other Members (hereinafter for the purposes of this Article XI, "Remaining Members") stating that he desires to purchase all of the Membership Interests of the Remaining Members at a price (per unit of Membership Interest) as stated in the Offer. (herein after referred to as the "Purchase Price"). This Offer to Purchase shall also state and constitute an offer to sell (hereinafter for the purposes of this Article XI, "Offer to Sell") all of the Offeror's Membership Interest for the same price (per unit of Membership Interest, as stated in the offer.) as stated in the Offer to Purchase. (the Offer to Purchase together with the Offer to Seller are collectively referred to herein as the "Offer").

(b) The Offer shall remain open for a period of thirty (30) calendar days after the written Offer is received by the Remaining Members. Notice of acceptance of the Offer shall be sufficiently given if, before midnight on the thirtieth (30th) calendar day after the written Offer is received as aforesaid, a written acceptance (hereinafter for the purposes of this Article XI, "Acceptance") is delivered in person to the Offeror or mailed by registered mail to the address of the Offeror stated in the Offer. Acceptance shall be deemed effective when posted. The notice shall state which offer, the Offer to Purchase or to Offer to Sell, has been accepted.

(c) Failure by the Remaining Members to Accept the Offer shall constitute Acceptance of the Offeror's Offer to Purchase the Remaining Member's interest at the price stated in the Offer, and shall be deemed to be accepted on the thirty-first (31st) calendar day after the written Offer is received by the Remaining Members. In the event that less than all of the Remaining Members accept the Offeror's Offer to Sell his interest those Members choosing to purchase the Offeror's Membership Interest shall purchase the entire Offeror's Membership Interest being offered for sale. The Remaining Members who desire to purchase the Offeror's Membership Interest may purchase such interest in any proportion they may choose, so long as the Remaining Members purchase the entire Membership Interest offered for sale.

(d) Any Offeror shall have the right to revoke said Offer at any time prior to Acceptance. Notice of the revocation of the Offer shall be sufficiently given, if prior to Acceptance, a written revocation is delivered in person to the Remaining Members or received in hand by the Remaining Members by registered or certified mail, return receipt requested, to the address of the Remaining Members.

(e) Notwithstanding anything to the contrary contained herein this Article 11.03, if a Member shall die during the pendency of the Offer and prior to Closing, the Offer or accepted Offer under this Article shall be rendered null and void and the terms and conditions governing the Membership Interest held by the estate of the deceased Member shall be those governing Dissociation of Member.

(f) The closing of a purchase under this Article shall take place at the office of the LLC at 1:00 P.M. on the sixtieth (60th) calendar day following the day of Acceptance of the Offer, or if that day shall be a Sunday or a holiday observed by the Commonwealth of Massachusetts, to the next succeeding day not a Sunday or holiday.

(g) Whereas the Membership Interest in this LLC is unique and not obtainable elsewhere and whereas the breach or failure to perform any obligation, covenant or duty hereunder to be performed will cause the damaged Member irreparable harm and damage for which there is no adequate remedy at law, the damaged party may institute and maintain a proceeding to compel specific performance of this Agreement by the Member in default. The defaulting party also agrees to be responsible for all costs and reasonable attorney's fees incurred in the enforcement of such specific performance. It is further agreed that this Agreement shall not be abridged or abrogated because of other rights inuring to a Member of an LLC under the law and this Agreement shall be the sole determinant of the rights of the Members to buy or sell the membership interest of the LLC, unless mutually agreed upon in writing by all the parties subject to this Agreement.

11.04 Closing Documents - At the Closing, the selling Member shall deliver:

(a) The certificate for the Membership Interest which is being purchased pursuant to this Agreement, if any exists;

(b) All documents which counsel for the purchasing Member shall deem reasonably necessary or advisable in order to accomplish a complete transfer of Membership Interest of the LLC;

(c) The documentary stamps, if any, required in connection with the transfer of such Membership Interest; and

(d) An executed Power of Attorney appointing a transfer agent in fact, with full power of substitution to transfer the Member's Certificate upon the LLC's books and records.

11.05 Set off at Sale - The purchasing Member shall have the right to demand that the selling Member satisfy any and all loans or amounts of indebtedness due from the selling Member to the LLC or to the purchasing Member, on or before the Closing hereunder. In the event that said loans or amounts of indebtedness are not so satisfied, the purchasing Member shall have the right to offset against the Purchase Price due from the purchasing Member to the selling Member the said amount of all loans or other indebtedness due to the LLC or purchasing Member from the selling Member, and to the extent so credited against the purchase price, such loan or other indebtedness shall be deemed to be and shall be discharged and cancelled. Such credit against the Purchase Price shall be made regardless of the due date of any such loan or other indebtedness.

11.06 Purchaser's Obligations at Closing - At the Closing, the Member shall deliver the Purchase Price for the Membership Interest as determined herein.

11.07 Notice - Whenever under the provisions of this Agreement notice is required to be given, it shall be in writing and shall be deemed given, unless otherwise provided for herein, when either served personally or mailed, postage prepaid by registered or certified mail, return receipt requested, addressed to the Members at their addresses as may appear in the LLC records, as kept by the Manager.

11.08 Dispositions Not in Compliance with This Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article and made pursuant to the terms of Article XII below shall be, and is declared to be, null and void *ab initio*.

ARTICLE XII. DISSOCIATION OF A MEMBER

12.01 Dissociation - A Person shall cease to be a Member upon the happening of any of the following events:

(a) the Member becoming a Bankrupt Member;

(b) in the case of a Member who is a natural person, the death of the member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal affairs or estate;

(c) in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

(d) in the case of any Member becoming "totally disabled" for a continuous period of one (1) year. For purpose of the Agreement a Member shall be deemed to be "totally disabled" when, because of sickness or injury, the disabled Member is:

(i) unable to perform all the substantial and material duties of his occupation or profession; and

(ii) is not actually at work in any occupation or profession on behalf of the LLC during the period in which the disabled Member was disabled.

(e) in the case of a Member that is a corporation, the filing of a certificate or articles of dissolution, or its equivalent, for the corporation or the revocation of its charter.

(f) in the case of any Member who does not actively participate in the business of the LLC for a continuous period of one (1) year.

12.02 Purchase of Dissociated Member's Membership Interest - Upon the Dissociation of any Member during the term of this Agreement, in the event that more than one (1) Member executes this Agreement, or Additional Members are admitted hereunder such that the LLC has more than one (1) Member, the Remaining Members, the Dissociated Members, and their representatives shall proceed in accordance with this Article XII. The Remaining Members shall purchase and the Dissociated Member, the legal representative of any Member or the legal representative of the estate of such Member, their heirs, or successors in interest, shall sell the Dissociated Member's Interest for a purchase price equal to the aggregate fair market value of the Member's interest determined according to the provisions of Article 12.03. The purchase price of such interest shall be paid to the Dissociated Member in cash within sixty (60) calendar days of determination of the aggregate fair market value or, at the LLC's option, said debt may be evidenced by a promissory note or notes executed by the Remaining Members bearing interest at the Prime Rate, with direct reduction amortization and payable over a period not to exceed sixty (60) months. The purchase price for each Membership Interest so purchased shall be determined as provided herein, and shall be paid upon those terms and conditions as provided herein.

12.03 Purchase Price of Dissociated Member's Membership Interest - The purchase price of a Dissociated Member's Interest shall be based on the fair market value of the LLC as set forth on the most recently executed Certificate of Value. The fair market value of the LLC shall not include the value of the Members' Capital Accounts.

12.04 Damages - The provisions set forth herein shall not affect any claim for damages the LLC may have against the Dissociated Member if such Dissociation is in violation of this Operating Agreement. The LLC shall have the right to offset any payments due under this Article by any damages that the LLC may incur as a result of a Dissociation of a Member in contravention of this Operating Agreement.

12.05 Cross-Purchase Trust / Life Insurance – The Members may require the Members to purchase and maintain insurance on the life of each other Member in an amount reasonably estimated to be sufficient to fund the purchase of the Membership Interest of the other Members as contemplated in this Article XII. In the event the Members choose to purchase insurance the Members shall create a trust or other similar escrow arrangement and name the trustees of said trust or the agent of said escrow account as beneficiaries of the insurance policies. Members shall have the right to take out additional insurance whenever such additional insurance may be deemed necessary to carry out the obligations under this Agreement. The Members shall pay all premiums on insurance policies purchased pursuant to this Agreement up front in full.

12.06 Direction to Insurance Company – Notwithstanding the provisions of this Agreement, any life insurance company which has issued a policy of life insurance which is subject to the provisions of this Agreement is hereby authorized to act in accordance with the terms of such policy as if this Agreement did not exist, and the payment or other performance of its contractual obligations by any such insurance company, in accordance with the terms of any such policy, shall completely discharge such company from all claims, suits, and demands of all persons whatsoever.

12.07 Purchase of Insurance Policies – If any Member sells or otherwise disposes of all of his Membership Interest during his lifetime pursuant to the terms of this Agreement, then the selling Member shall have the option to purchase any policy or policies of insurance on his life owned by the other Members.

ARTICLE XIII. ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

13.01 Rights of Assignees - The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the LLC or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

13.02 Admission of Substitute Member - An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest upon the approval, which may be withheld in their sole and absolute discretion, of a Majority of the Remaining Members. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to LLC that may have existed prior to the approval.

13.03 Admission of Additional Members - The Members may admit Additional Members and determine the Capital Contributions of such Members. Any Additional Member, at the time his or her Membership Interest is issued or transferred to him or her, pursuant to this Agreement, shall, as a condition of said issuance or transfer, execute this Agreement as a condition precedent to the purchase or transfer of such Membership Interest. Any Membership Interest issued or transferred in violation of this Agreement shall be null and void.

ARTICLE XIV. DISSOLUTION AND WINDING UP

14.01 Dissolution - The LLC shall be dissolved and its affairs wound up, upon the first to occur of the following events:

(a) the expiration of the term set for in the Certificate, if any;

(b) the unanimous written consent of all of the Members; or

14.02 Effect of Dissolution - Upon dissolution, the LLC shall cease carrying on business as distinguished from the winding up of the LLC business, but the LLC is not terminated, but continues until the winding up of the affairs of the LLC is completed and the Certificate has been cancelled by the Corporations Division of the Commonwealth of Massachusetts.

14.03 Distribution of Assets on Dissolution - Upon the winding up of the LLC, the LLC Property shall be distributed:

(a) to creditors, including Members and Managers who are creditors, to the extent permitted by law, in satisfaction of LLC Liabilities;

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the LLC's Taxable Year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) calendar days of the end of the LLC's Taxable Year or, if later, within ninety (90) calendar days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members;

(c) Winding Up and Cancellation of the Certificate - The winding up of the LLC shall be completed when all debts, liabilities, and obligations of the LLC have been paid and discharged or reasonably adequate provision therefor have been made, and all of the remaining property and assets of the LLC have been distributed to the Members. Upon the completion of winding up of the LLC, the Members shall cause the cancellation of the Certificate by the Corporations Division of the Commonwealth of Massachusetts.

ARTICLE XV. AMENDMENT

15.01 Operating Agreement May Be Modified - This Operating Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Member shall have any vested rights in this Operating Agreement which may not be modified through an amendment to this Operating Agreement.

15.02 Amendment or Modification of Operating Agreement - This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by the Members and executed by all of the Members.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

16.01 Entire Agreement - This Operating Agreement, with the Exhibits, represents the entire agreement among all the Members and between the Members and the LLC.

16.02 No Partnership Intended for Nontax Purposes - The Members have formed the LLC under the Act, and in the event, there should be more than one (1) Member, the Members expressly do not intend hereby to form a partnership under either the Uniform Partnership Act nor the Uniform Limited Partnership Act. The Members do not intend to be partners to one another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the LLC is a partnership, the Member making such wrongful representation shall be liable to any other Member who is incurs personal liability by reason of such wrongful representation.

16.03 Rights of Creditors and Third Parties under Operating Agreement - This Operating Agreement is entered into among the LLC and the Members for the exclusive benefit of the LLC and its Members. This LLC Agreement is expressly not intended for the benefit of any creditor of the LLC or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement, or any agreement between the LLC and any Member with respect to any Capital Contribution or otherwise.

16.04 Disclosure and Waiver of Conflicts. The Members acknowledge and agree that: (i) the attorney that prepared this Operating Agreement ("Attorney") acted as legal counsel to the LLC and not to any of the Members, notwithstanding any pre-existing attorney-client relationship between Attorney and any Member; (ii) the Members have been advised by the Attorney that the interests of the Members are opposed to each other and are opposed to the interests of the LLC and, accordingly, the Attorney's representation of the LLC may not be in the best interests of the Members; (iii) each of the Members has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the Members: (i) desire the Attorney to represent the LLC; (ii) acknowledge that they have been advised to retain separate counsel and have waived their right to do so; and (iii) jointly and severally forever waive any claim that the Attorney's representation of the LLC or preparation of this Operating Agreement constitutes a conflict of interest.

IN WITNESS WHEREOF, we have set our hands and seals on the date first set forth above.

DocuSigned by:
M Little
DE1873904283487...
Matthew Little, as
Member and Manager

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...
Ron Affsa, Member

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan, Member

EXHIBIT A

Member Name and Address	Initial Contribution	Membership Interest
Matthew Little	NOMINAL	51%
Ron Affsa	NOMINAL	25%
Martin Egan	NOMINAL	24%

[DO NOT SIGN IF ANY INFORMATION ABOVE IS LEFT BLANK]

DocuSigned by:
M Little
DE1873904283487...
Matthew Little, Member

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...
Ron Affsa, Member

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan, Member

EXHIBIT B
INITIAL CERTIFICATE OF VALUE
GRATEFUL DELIVERY **LLC**

Dated as of March 21, 2025, amending and restating certificate dated September 2024

Pursuant to Article 11.03 of the Operating Agreement of GRATEFUL DELIVERY LLC, the fair market value of the total issued and outstanding Membership Interest of the LLC is:

$25,000 per Cannabis Social Equity Grant

DocuSigned by:
DE1873904283487...
Matthew Little, Member

DocuSigned by:
Ronald Affsa
C95FBE2162B94E5...
Ron Affsa, Member

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan, Member

APPENDIX A TO OPERATING AGREEMENT OF GRATEFUL DELIVERY LLC

DEFINITIONS

1.01 Act **-** *The Massachusetts Limited Liability Company Act,* Chapter 156C of the Massachusetts General Laws and all amendments to the Act thereto.

1.02 Additional Contribution – Those Contributions in excess of the Initial Contribution pursuant to Article VIII.

1.03 Additional Member - A Member other than an Initial Member, or a Substitute Member, who has acquired a Membership Interest from the LLC.

1.04 Assignee - A Person to whom a Membership Interest has been transferred who has not been admitted as a Substituted Member in conformity with the terms and conditions of this Agreement.

1.05 Bankrupt Member - A Member who: (1) has become the subject of a petition for an order for relief, voluntary or involuntary, under the United States Bankruptcy Code, (2) has initiated or has become the subject, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

1.06 Book Adjustments - Adjustments with respect to the Book Value of LLC Property for depreciation, depletion, amortization, and gain or loss, as computed in accordance with section 1.704-1(b)(2)(iv)(g) of the Internal Revenue Code Regulations.

1.07 Book Value - With respect to Property Contributed to the LLC, the fair market value of the Property at the time of Contribution as adjusted by Book Adjustments, with respect to Property which has been Revalued, the fair market value of such Property as adjusted by Book Adjustments.

1.08 Business Day - Any day other than Saturday, Sunday or any legal holiday observed in the Commonwealth of Massachusetts or any other state(s) that the LLC is registered and/or qualified to conduct business in.

1.09 Capital Account - The account maintained for a Member or Assignee determined in accordance with Article VIII.

1.10 Capital Contribution – Any Contribution by a Member to the capital of the LLC.

1.11 Certificate - The Certificate of Organization of the LLC as properly adopted and amended from time to time by the Members and filed with the Secretary of the Commonwealth of Massachusetts.

1.12 Code - The Internal Revenue Code of 1986 as amended from time to time.

1.13 Contributing Members - Members making additional Capital Contributions.

1.14 Contribution - Any contribution of Property made by or on behalf of a new or existing Member or Assignee as consideration for a Membership Interest.

1.15 Default Interest Rate - The higher of the legal rate or the then current prime rate quoted by the largest commercial bank in the jurisdiction of the Principal Office plus three percent.

1.16 Distribution - A transfer of Property to a member on account of a Membership Interest in a Liquidating Distribution**.**

1.17 Disposition (Dispose) - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.18 Dissociation - Any action which causes a Person to cease to be Member as described in Article XII hereof.

1.19 Dissociated Member - A Person who has ceased to be Member as a result of Dissociation in Article XII hereof.

1.20 Immediate Family - A Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

1.21 Initial Contribution - The Contribution agreed to be made by the Initial Members.

1.22 Initial Members - The person or persons identified on, “Exhibit A” attached hereto and made a part hereof by this reference who have executed this Operating Agreement.

1.23 Liquidating Distribution - A Distribution made as consideration for a Membership Interest.

1.24 LLC - The Limited Liability Company formed hereunder in accordance with the laws of the Commonwealth of Massachusetts, and any successor Limited Liability Company.

1.25 LLC Liability - Any enforceable debt or obligation for which the LLC is liable or which is secured by any LLC Property.

1.26 LLC Minimum Gain - An amount determined by first computing for each LLC Nonrecourse Liability any gain the LLC would realize if it disposed of the LLC Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of LLC Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in LLC Minimum Gain is determined by comparing the LLC Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, and to the extent the LLC is taxed as a partnership or if otherwise applicable, LLC Minimum Gain and increases and decreases in LLC Minimum Gain are intended to be computed in accordance with section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of LLC Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in LLC Minimum Gain minus the sum of that Member's (and of that Member's predecessors in interest) aggregate share of the net decreases in LLC Minimum Gain plus their aggregate share of decreases resulting from Revaluations of LLC Property subject to one or more LLC Nonrecourse Liabilities.

1.27 LLC Nonrecourse Liability or LLC Nonrecourse Liabilities - A LLC Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in section 1.752-2 of the Regulations) with respect to the liability.

1.28 LLC Property - Any Property owned by the LLC.

1.29 Majority of the Members – An amount constituting a majority of the interest or interest of all the Members entitled to vote on, consent to, or approve a particular matter. Assignees of Membership Interests shall not be considered Members entitled to vote for the purpose of determining a Majority.

1.30 Management Right - The right of a Member to participate in the management of the LLC and to otherwise prosecute, manage, and/or implement the business of the LLC, including the rights to information and to consent or approve actions of the LLC.

1.31 Member or Members – Where the context provides, shall mean an Initial Member, Substitute Member or Additional Member, including, unless the context expressly indicates to the contrary for purposes of Articles IX and X only, an Assignee. If more than One (1) Member executes this Agreement, or Additional Members are admitted hereunder such that the LLC has more than One Member, the term, “Member” shall mean all Members, as the context may require, and any and all action that may by taken under this Agreement by the Member may be taken by any Member in accordance with the terms, conditions, obligations, and performance herein.

1.32 Member Minimum Gain - An amount determined by first computing for each Member Nonrecourse Liability any gain the LLC would realize if it disposed of the LLC Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, and to the extent that the LLC is taxable as a partnership or if otherwise applicable, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with section 704 of the Code the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

1.33 Member Non-recourse Liability - Any LLC Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under section 1.752-2 of the Regulations because, for example, the Member or Related Person is the creditor or a guarantor.

1.34 Membership Interest - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the LLC, as set forth in Exhibit A.

1.35 Money - Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

1.36 Net Losses - The losses and deductions of the LLC determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the LLC and as reported separately or in the aggregate, as appropriate, on the tax return of the LLC filed for federal income tax purposes.

1.37 Net Profits - The income and gains of the LLC determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the LLC and as reported separately or in the aggregate, as appropriate, on the tax return of the LLC filed for federal income tax purposes.

1.38 Nonrecourse Liabilities - Nonrecourse liabilities include LLC Nonrecourse Liabilities and Member Nonrecourse Liabilities.

1.39 Notice - Notice shall be in writing. Notice to the LLC shall be considered given when mailed by first class mail postage prepaid addressed to any Member in care of the LLC at the address of Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in this Operating Agreement unless the Member has given the LLC a Notice of a different address.

1.40 Operating Agreement - This operating agreement including all amendments adopted in accordance with this Operating Agreement and the Act.

1.41 Organization - A Person other than a natural person. Organization includes, without limitation, corporations (both nonprofit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, limited partnerships, limited liability partnerships, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.42 Organization Expenses - Those expenses incurred in the organization of the LLC including the costs of preparation of this Operating Agreement and a Certificate of Organization.

1.43 Permitted Transferee - Any member of the Member's Immediate Family, or an Organization controlled by such Member or by members of the Member's Immediate Family.

1.44 Person - An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability LLC under the laws of the Commonwealth of Massachusetts.

1.45 Proceeding - Any judicial or administrative trial, hearing or other activity, civil criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the LLC, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.46 Property - Any property real or personal, tangible or intangible (including goodwill), including Money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.47 Regulations - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

1.48 Related Person - A person having a relationship to a Member that is described in section 1.752-4(b) of the Regulations.

1.49 Remaining Members - In the event of the Dissociation of a Member, all of the Members at the time of such Dissociation other than the Member who has dissociated. In the event of a Member who has any potential conflict of interest or transaction between a Member and the LLC, the Members not having the potential conflict of interest or participating in the transaction.

1.50 Revaluation - The adjustment to the Book Value of Property as provided in section of this LLC Agreement.

1.51 Revaluation Date - The date on which a Revaluation Event occurs.

1.52 Revaluation Event - (1) a Contribution (other than a *de minimis* amount), (2) a Liquidating Distribution (other than a *de minimis* amount), or (3) a liquidation of the LLC.

1.53 Substitute Member - An Assignee who has been admitted to all of the rights of membership pursuant to this Operating Agreement.

1.54 Taxable Year - The taxable year of the LLC as determined pursuant to section 706 of the Code.

1.55 Taxing Jurisdiction - Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the LLC.

DocuSigned by:
DE1873904283487...
Matthew Little, Member

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...
Ron Affsa, Member

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan, Member

Certificate of Membership No. 1

Restated March 21, 2025
(originally September 2024)

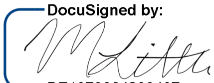
GRATEFUL DELIVERY LLC
CERTIFICATE OF MEMBERSHIP

This certifies that Matthew Little (the "Member"), is a Member of GRATEFUL DELIVERY LLC, a Massachusetts Limited Liability Company (the "Company"). The Member is the holder of FIFTY-ONE PERCENT (51%) of the interest in the Company, as set forth in the Amended and Restated Operating Agreement of the LLC dated March 21, 2025, as amended from time to time, which interest is subject to certain limitations on transfer as further set forth in the aforementioned Agreement.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION.

THESE SECURITIES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED OPERATING AGREEMENT OF THE LLC DATED MARCH 21, 2025, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, A COPY OF WHICH MAY BE OBTAINED ON REQUEST WITHOUT CHARGE FROM THE LLC.

By the acceptance of this certificate, the Member agrees to be bound by all of the provisions of this certificate and the LLC Operating Agreement.

DocuSigned by:

DE1873904283487...
Matthew Little

Certificate of Membership No. 2

Restated March 21, 2025
(originally September 2024)

GRATEFUL DELIVERY LLC
CERTIFICATE OF MEMBERSHIP

This certifies that Ronald Affsa (the "Member"), is a Member of **GRATEFUL DELIVERY** LLC, a Massachusetts Limited Liability Company (the "Company"). The Member is the holder of TWENTY-FIVE PERCENT (25%) of the interest in the Company, as set forth in the Amended and Restated Operating Agreement of the LLC dated March 21, 2025, as amended from time to time, which interest is subject to certain limitations on transfer as further set forth in the aforementioned Agreement.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION.

THESE SECURITIES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED OPERATING AGREEMENT OF THE LLC DATED MARCH 21, 2025, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, A COPY OF WHICH MAY BE OBTAINED ON REQUEST WITHOUT CHARGE FROM THE LLC.

By the acceptance of this certificate, the Member agrees to be bound by all of the provisions of this certificate and the LLC Operating Agreement.

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...

Ronald Affsa

Certificate of Membership No. 3 March 21, 2025

GRATEFUL DELIVERY LLC
CERTIFICATE OF MEMBERSHIP

This certifies that Ronald Affsa (the "Member"), is a Member of **GRATEFUL DELIVERY** LLC, a Massachusetts Limited Liability Company (the "Company"). The Member is the holder of TWENTY-FOUR PERCENT (24%) of the interest in the Company, as set forth in the Amended and Restated Operating Agreement of the LLC dated March 21, 2025, as amended from time to time, which interest is subject to certain limitations on transfer as further set forth in the aforementioned Agreement.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, UNLESS SO REGISTERED, THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE ACT AND APPLICABLE SECURITIES LAW OF ANY STATE OR OTHER JURISDICTION.

THESE SECURITIES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED OPERATING AGREEMENT OF THE LLC DATED MARCH 21, 2025, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, A COPY OF WHICH MAY BE OBTAINED ON REQUEST WITHOUT CHARGE FROM THE LLC.

By the acceptance of this certificate, the Member agrees to be bound by all of the provisions of this certificate and the LLC Operating Agreement.

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan

APPOINTMENT OF MANAGERS
GRATEFUL DELIVERY LLC

We, the undersigned Members of GRATEFUL DELIVERY LLC (the "LLC"), do hereby certify that we are the existing Members of the LLC, organized under the laws of the Commonwealth of Massachusetts. We further certify that the following is a true, complete and correct copy of resolutions duly adopted at a meeting of the Members of said limited liability company duly and properly called and held on the 21st day of March, 2025, at which time a proper quorum was present and acting throughout or by written action of the Members duly and lawfully taken, and we further certify that said resolutions are now in full force and effect:
Resolutions

RESOLVED, Pursuant to Article 7.01 of the Operating Agreement, the Members do hereby unanimously select and appoint Matthew Little, as the Manager of the LLC, effective September 5, 2024. The Manager is hereby vested with all of the duties and obligations of Manager under the Act and the Operating Agreement entered into by and between the Members of the LLC.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 21st day of March, 2025.

DocuSigned by:
M Little
DE1873904283487...
Matthew Little, Member

DocuSigned by:
Ronald Affsa
C95FBE2162B94F5...
Ron Affsa, Member

Signed by:
Martin Egan
EF283124EEF94F4...
Martin Egan, Member

The undersigned, Matthew Little, does hereby accept appointment as Manager of GRATEFUL DELIVERY LLC, effective September 5, 2024, and agrees to abide by the terms and conditions set forth in the Operating Agreement of the LLC.

DocuSigned by:
M Little
DE1873904283487...
Matthew Little

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: $500.00

Identification Number: 001836950 (number will be assigned)

1. The exact name of the limited liability company is:

GRATEFUL DELIVERY LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 715 WASHINGTON ST

Address 2:

City or town: QUINCY State: MA Zip code: 02169

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: MATTHEW LITTLE

Number and street: 715 WASHINGTON ST

Address 2:

City or town: QUINCY State: MA Zip code: 02169

I MATTHEW LITTLE,

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	Name	Address
MANAGER	MATTHEW LITTLE	715 WASHINGTON ST QUINCY, MA 02169 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	Name	Address

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	Name	Address

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of September, 2024,

MATTHEW LITTLE

, 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:

September 05, 2024 06:01 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

GRATEFUL DELIVERY LLC
PLAN TO OBTAIN INSURANCE

Grateful Delivery 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. The deductible for each policy shall be no higher than $5,000 per occurrence.

Specifically, Grateful Delivery will engage an insurance agent to obtain quotes for liability insurance meeting the minimum requirements, and Grateful Delivery will choose a suitable and rated insurance company to provide such coverage. If, despite Grateful Delivery's best efforts, an insurance policy meeting the minimum requirements cannot be obtained, then Grateful Delivery will document its efforts and reasons for exception and file a request with the Commission to approve any such variations in exchange for escrow a sum of no less than $250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities, as set forth in 935 CMR 500.105(10)(b) and (c).

Grateful Delivery shall file reports documenting compliance with 935 CMR 500.105(10) with the Commission.

In addition to the general liability insurance provisions set forth above Grateful Delivery will obtain and maintain liability insurance in an amount not less than $1,000,000 combined single limit for every vehicle used for delivery by a delivery licensee.

GRATEFUL DELIVERY LLC
BUSINESS PLAN

1. EXECUTIVE SUMMARY

1.1 Mission Statement. To design a growth strategy for Grateful Delivery that fosters inclusivity, empowerment, and social equity for participants while scaling the business.

a. Grateful Delivery is an ideal platform to create meaningful change by integrating social equity as a core component of its business model. This strategy plan will focus on building a sustainable growth trajectory & engaging marginalized communities.

b. Vision. To become a leader in inclusive delivery services by leveraging community-driven efforts, social equity, and sustainable practices, providing all participants — especially those from marginalized communities — with opportunities for growth and economic empowerment.

c. Core Values.

- Equity & Inclusion: Creating an inclusive workforce and participant base, ensuring fair access to opportunities for historically marginalized groups.
- Empowerment & Opportunity: Providing participants with the skills, resources, and support they need to thrive.
- Sustainability & Responsibility: Minimizing environmental impact while promoting socially responsible practices.
- Community Building: Supporting local communities by offering employment, leadership roles, and opportunities for wealth creation.

1.2 Business Overview

Grateful Delivery LLC is registered in Massachusetts and seeks to provide home delivery services to customers over the age of 21 as a licensed Marijuana Courier. Grateful Delivery LLC plans to operate from 723 Washington Street, Quincy, Massachusetts.

1.3 License Type

Grateful Delivery LLC is applying for a Marijuana Courier license from the Massachusetts Cannabis Control Commission (the "CCC") to operate a home delivery service in Quincy, Massachusetts for Marijuana Retailers.

1.4 Customers

Grateful Delivery LLC's initial customer will be Cadella LLC ("Cadella"), which is a licensed marijuana establishment (Marijuana Retailer) that operates out of 715 Washington Street, Quincy, Massachusetts. Grateful Delivery anticipates serving other Marijuana Retailers as it grows, targeting a 25-mile radius.

1.5 Goals

Grateful Delivery's goals include:

1. Increase Social Equity Participants: Develop initiatives that provide equitable access to Grateful Delivery opportunities for individuals from underserved or marginalized communities.
2. Create Support Systems: Establish mentorship programs, training, and support mechanisms to equip these participants with the tools they need for success.
3. Achieve Sustainable Growth: Scale operations while ensuring that growth is inclusive and beneficial for all stakeholders, including socially marginalized participants.
4. Cultivate Partnerships: Form collaborations with local community organizations, NGOs, and social enterprises to ensure an inclusive recruitment pipeline.
5. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
6. Running an environmentally friendly marijuana establishment in the Commonwealth of Massachusetts; and
7. Delivering branded marijuana products that are safe, effective, consistent, and high quality in safe and reliable delivery vehicles.

2. COMPANY DESCRIPTION

2.1 Structure

Grateful Delivery is a Massachusetts Limited Liability Company that has been formed in compliance with the requirements set forth by the Secretary of the Commonwealth of Massachusetts.

2.2 Operations

Grateful Delivery plans to be located at 723 Washington Street, Quincy, 02169.

Grateful Delivery vehicles will be plain, unmarked, and will make no reference to cannabis. Each vehicle will be equipped with GPS tracking, audio visual surveillance, an alarm system and a lockbox affixed to the car that will remain locked at all times. All of the aforementioned locks and security equipment will be maintained and kept in good working order. These security measures are intended to avoid theft and preserve the safety of delivery drivers and will be managed in accordance with state law. Grateful Delivery will also utilize multiple different vehicle types and randomized routes while making deliveries. Furthermore, delivery vehicles will be outfitted with window tints that comply with state limits.

2.3 Security

Our vehicles will comply with all requirements of 935 CMR 500.000, including ensuring that each vehicle is outfitted with safes, built-in GPS, alarms, stationary cameras, body cameras. In addition to built-in GPS and body cameras, deliveries will be logged and drivers shall check in frequently during deliveries.

2.4 Liability Insurance

Grateful Delivery 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. The deductible for each policy shall be no higher than $5,000 per occurrence.

Specifically, Grateful Delivery will engage an insurance agent to obtain quotes for liability insurance meeting the minimum requirements, and Grateful Delivery will choose a suitable and rated insurance company to provide such coverage. If, despite Grateful Delivery's best efforts, an insurance policy meeting the minimum requirements cannot be obtained, then Grateful Delivery will document its efforts and reasons for exception and file a request with the Commission to approve any such variations in exchange for escrow a sum of no less than $250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities, as set forth in 935 CMR 500.105(10)(b) and (c).

Grateful Delivery shall file reports documenting compliance with 935 CMR 500.105(10) with the Commission.

In addition to the general liability insurance provisions set forth above Grateful Delivery will obtain and maintain liability insurance in an amount not less than $1,000,000 combined single limit for every vehicle used for delivery by a delivery licensee.

3. THE PRODUCTS

3.1 The Product and Service

Grateful Delivery anticipates helping efficiencies with Cadella's retail market and allow delivery to disabled customers or those with mobility issues, eventually growing to serve other Marijuana Retailers. Grateful Delivery can also provide legal products to customers without easily available transportation. Deliveries will be made in accordance with 935 CMR 500.145 and all applicable laws and regulations.

4. THE MARKET

4.1 Industry

The cannabis industry has been continuously expanding throughout the United States. Thirty-eight states have legalized the use of marijuana in some capacity and twenty-four of those states, plus the District of Columbia, have legalized recreational use.

4.2 Customers

Grateful Delivery LLC will operate out of Quincy, Massachusetts and will also extend its services to customers within the I-495 belt. Grateful Delivery will initially serve Cadella's customers with growth to other Marijuana Retailers for delivery to adults 21 years of age or older living in and around that area. In accordance with 935 CMR 500.145(2)(c), Grateful Delivery shall not deliver to college or university-designated dormitories or housing; or federal public housing identified at https://resources.hud.gov/

4.3 Competitors

Grateful Delivery will have an advantage over competitors because proprietors of Grateful Delivery have experience in the marijuana industry through the established Marijuana Retail business, Cadella d/b/a Quincy Cannabis Co, and have reached an agreement with Cadella to serve Cadella's customers through delivery once properly licensed.

4.4 Regulations

Grateful Delivery LLC intends to be a Marijuana Courier consistent with the regulations set forth in St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. Grateful Delivery will be registered to do business in the Commonwealth as a limited liability company. Grateful Delivery will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

5. MARKETING AND SALES

5.1 Customers. Grateful Delivery's initial customer will be Cadella, where Matt Little currently works and Ron Affsa is an owner. Grateful Delivery plans to market its services to other cannabis retailers once it is operating. The management's connections in the industry will help create new relationships where Grateful Delivery can provide professional and reliable delivery options.

5.2 Primary Target Market: Underserved Communities: Focus on individuals from low-income neighborhoods and Social Entrepreneurs: Those who are passionate about sustainable, ethical business practices and social justice.

5.3 Growth Strategies

a. Inclusive Recruitment & Workforce Development
b. Partner with Local Organizations & Non-Profits:
c. Develop strategic partnerships with community organizations, labor unions, and training centers that serve marginalized groups. Partnering with these organizations will help ensure a diverse pipeline of applicants.
d. Job Training & Skill Development:
e. Provide job-specific training, certification programs (e.g., delivery logistics, customer service, tech skills), and mentorship to equip participants with the necessary skills. Implement career development programs to help participants build long-term careers in logistics, technology, and management.
f. Job Creation for Historically Marginalized Groups:
g. Prioritize hiring from communities that have traditionally faced employment barriers (e.g., people of color, those with disabilities, women, veterans, refugees). Use targeted recruitment campaigns, such as job fairs and community outreach initiatives.
h. Workforce Representation & Leadership:
i. Actively recruit and train participants from equity-seeking groups for leadership roles within the organization. By promoting diverse leaders, the company can inspire others and drive change from within.

5.4 Timeline & Implementation

- Phase 1 (2-3 months):
  - Set up key partnerships with local organizations.
  - Begin hiring and training from marginalized groups.

- Phase 2 (3-4 months):
  - Expand inclusive hiring and job training programs.
  - Roll out financial literacy and career development programs.
  - Begin offering micro-franchise opportunities.

- Phase 3 (5-6 months):
  - Scale operations with a focus on integrating equity at every stage of the business process.
  - Launch localized delivery hubs and track economic impact.
  - Implement a continuous feedback loop for monitoring and improving social equity outcomes.

6. Conclusion

This growth strategy plan places social equity at the heart of Grateful Delivery's scaling efforts. By actively engaging marginalized communities, offering opportunities for skill development, economic empowerment, and leadership, Grateful Delivery can create an inclusive, sustainable business model that benefits both the company and society at large. By measuring impact and continuously improving, the company will ensure that growth and success are shared equitably among all participants.

6. MANAGEMENT AND STAFF

Matthew Little. Matthew Little is an experienced professional in the marijuana industry, working in the industry since 2020. Matt has worked in many aspects of the marijuana industry where he can ensure continuing compliance with cannabis regulations. Matt has performed community service through Recovered Souls and other community engagement in Quincy and beyond.

Ron Affsa. Ron Affsa is an experienced small business owner and life-long, and extremely active member of the community in Quincy, Massachusetts. Ron has owned and operated Hairplace One, a high-end hair salon in Quincy, for over 30 years. Ron has consistently used the Salon to give back to the community via donations to local charities and direct support (such as providing free haircuts and supporting fundraisers). He has also served the Quincy community by serving on the Quarry Hill Advisory Board [1999-2003], and the Quincy Historical Commission [2009-Present]. Ron has operated Cadella d/b/a Quincy Cannabis Co. since its opening in March 2023.

GRATEFUL DELIVERY
RECORDKEEPING PROCEDURES

General Overview

Grateful Delivery LLC ("Grateful Delivery") 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 Grateful Delivery documents. Records will be stored at Grateful Delivery 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 Grateful Delivery 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 Grateful Delivery's quarter-end closing procedures. In addition, Grateful Delivery's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts
    - Commission Requirements:
        - Annual Agent Registration
        - Annual Marijuana Establishment Registration
    - Corporate Governance:
        - Annual Report
        - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Grateful Delivery, including members, if any.
- Personnel Records: At a minimum will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;

  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Grateful Delivery and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- <u>Handling and Testing of Marijuana Records</u>
  - Grateful Delivery will maintain the results of all testing for a minimum of one (1) year.
- <u>Security Records</u>
  - A current list of authorized agents and service personnel that have access to the vehicle cameras will be available to the Commission upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- <u>Transportation Records</u>
  - Grateful Delivery will retain all shipping manifests for a minimum of one (1) year and make them available to the commission upon request.
- <u>Agent Training</u>
  - 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).
- <u>Closure</u>
  - In the event Grateful Delivery ceases operations, all records will be kept for at least two (2) years at Grateful Delivery's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Grateful Delivery will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- <u>Written Operating Policies and Procedures</u>: Policies and Procedures related to Grateful Delivery's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

Record-Retention

Grateful Delivery will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations. Grateful Delivery shall comply with all record keeping procedures set forth in the Commission's regulations, as applicable to 935 CMR 500.101(2) and 500.105, including the following:

- Grateful Delivery shall keep waste records for at least three years.
- Grateful Delivery shall maintain their records in accordance with generally accepted accounting principles.
- Written operating procedures shall be maintained as required by 935 CMR 500.105(1).
- Inventory records as required by 935 CMR 500.105(8).
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e).
- In connection with the personnel records section above, the following personnel records shall be maintained:
    - Job descriptions for each agent;
    - A personnel record for each agent;
    - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with 935 CMR 500.030.

GRATEFUL DELIVERY
FINANCIAL RECORDS

I. General Financial Records

Grateful Delivery, LLC.'s ("Grateful Delivery") 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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

II. Tips/Cash Handling

Every effort shall be made to minimize the amount of cash carried in a delivery vehicle at any one time. All agents shall implement platforms for the electronic payment of funds. Where cash is carried by a Grateful Delivery vehicle, cash shall be stored in compliance with 935 CMR 500.110(7) and Grateful Delivery's Security Plan.

GRATEFUL DELIVERY
PERSONNEL POLICIES

Overview

Grateful Delivery LLC ("Grateful Delivery") will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Grateful Delivery 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 conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Grateful Delivery 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;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Standard of Conduct

Grateful Delivery is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Grateful Delivery's mission to provide a professional workplace free from harassment and discrimination for employees. Grateful Delivery will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Grateful Delivery's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Grateful Delivery employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace
Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Grateful Delivery facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment
In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire
The required attire for registered agents at Grateful Delivery varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Overview of Personnel Policies and Procedures

Standard Employment Policies
Grateful Delivery values the contributions of its management and staff positions. Grateful Delivery will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement
The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies
Grateful Delivery's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations
Grateful Delivery will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel
Grateful Delivery may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

<u>Agent Background Checks</u>

- In addition to completing the Commission's agent registration process, all agents hired to work for Grateful Delivery will undergo a detailed background investigation prior to being granted access to a Grateful Delivery vehicle or facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Grateful Delivery pursuant to 935 CMR 500.101(1) 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 500.101(1), Grateful Delivery 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, Grateful Delivery 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, Grateful Delivery 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.
- Upon adverse determination, Grateful Delivery will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Grateful Delivery along with any legal notices required.
- 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 deemed necessary, individuals in key positions with unique and sensitive access (e.g., members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

A list of anticipated positions and their qualifications and intended training policies are set forth in the section entitled Detailed Description and Qualification and Intended Trainings for Agents. 935 CMR 500.105.