Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283335

Original Issued Date: 06/22/2021

Issued Date: 06/22/2021

Expiration Date: 06/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: H&H Cultivation LLC

Phone Number: 617-637-5894

Email Address: oliverhomberg@gmail.com

Business Address 1: 42 Main Street

Business Address 2:

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 662 Tremont Street, Apt. #1

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02118

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: Yazan **Last Name:** Haddad **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 **Percentage Of Control:** 49

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

First Name: Oliver **Last Name:** Homberg **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Yazan **Last Name:** Haddad **Suffix:**

Types of Capital: Monetary/Equity, Buildings **Other Type of Capital:** **Total Value of the Capital Provided:** $100000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Oliver **Last Name:** Homberg **Suffix:**

Types of Capital: Monetary/Equity, Buildings **Other Type of Capital:** **Total Value of the Capital Provided:** $100000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 42-48 Main Street

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 30000 **How many abutters does this property have?:** 30

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

Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	H&H Cultivation COM packet complete reduced.pdf	pdf	6016fed510e86b36bb8940ba	01/31/2021
Certification of Host Community Agreement	H&H HCA Certification Form signed.pdf	pdf	6017035e604cbb361670cf24	01/31/2021
Plan to Remain Compliant with Local Zoning	H&H Plan to Remain Compliant.docx.pdf	pdf	601d7ab384d16335f02236c7	02/05/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	H&H - Positive Impact Plan (1).pdf	pdf	6016ff9a10e86b36bb8940be	01/31/2021
Other	NEVA Letter for H&H Cultivation.pdf	pdf	601703cb4cfbf7366ef3be20	01/31/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Yazan **Last Name:** Haddad **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Oliver **Last Name:** Homberg **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of	DoR-Certificate of Good Standing.pdf	pdf	60170448604cbb361670cf28	01/31/2021

Revenue - Certificate of Good standing				
Secretary of Commonwealth - Certificate of Good Standing	H&H Cultivation LLC-CoGS SoS.pdf	pdf	601704544e95aa35cfc20d84	01/31/2021
Department of Revenue - Certificate of Good standing	Unemployment_Assistance_form_for_applicationdocx.pdf	pdf	6017046c4cfbf7366ef3be26	01/31/2021
Bylaws	H&H_Cultivation_LLC-Operating Agreement.pdf	pdf	601c3ef31c95e43696cccecf	02/04/2021
Articles of Organization	Amended Certificate of Organization for H&H Cultivation.aspx reduced.pdf	pdf	6037cceb58692907c581b706	02/25/2021

No documents uploaded

Massachusetts Business Identification Number: 001465016

Doing-Business-As Name: Terra Vita Cannabis

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_H&H_CULTIVATION_LLC_(Cultivation).pdf	pdf	6019f35c72b56336759421a5	02/02/2021
Proposed Timeline	H&H Proposed Timeline 2-3-2021.pdf	pdf	601b00794dba6f360b67dd90	02/03/2021
Business Plan	H&H Business Plan Cultivation 2-5-2021.pdf	pdf	601d85604cfbf7366ef3d450	02/05/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to age 21 and older - H&H - Cultivation.pdf	pdf	601709c510e86b36bb8940c9	01/31/2021
Prevention of diversion	Prevention of Diversion - H&H - Cultivation.pdf	pdf	601709d14cfbf7366ef3be32	01/31/2021
Storage of marijuana	Storage of Marijuana - H&H - Cultivation.pdf	pdf	601709d96902113684c6c754	01/31/2021
Inventory procedures	Inventory Procedures - H&H - Cultivation.pdf	pdf	60170b3665c0d035fcc4ae67	01/31/2021
Quality control and testing	Quality Control and Testing - H&H - Cultivation.pdf	pdf	60170b3b238c3036b0f83628	01/31/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - H&H - Cultivation.pdf	pdf	60170b3f10e86b36bb8940d5	01/31/2021
Record Keeping procedures	Record Keeping Procedures - H&H -	pdf	60170b434e95aa35cfc20dab	01/31/2021

	Cultivation.pdf			
Qualifications and training	Qualifications and Training - H&H - Cultivation.pdf	pdf	60170b5c6d809f35defb9435	01/31/2021
Diversity plan	H&H- Diversity Plan.pdf	pdf	601b00cb6d809f35defba1c8	02/03/2021
Security plan	Security Plan - H&H - Cultivation.pdf	pdf	601c3f2a4dba6f360b67e26c	02/04/2021
Transportation of marijuana	Transportation of Marijuana - H&H - Cultivation (1).pdf	pdf	601d6de972b5633675942c3d	02/05/2021
Maintaining of financial records	Maintaining of Financial Records - H&H - Cultivation.pdf	pdf	601d6dea604cbb361670e42a	02/05/2021
Energy Compliance Plan	H&H - Energy Compliance Plan - Cultivation (1).pdf	pdf	601d9598eabbc336a11f61bd	02/05/2021
Policies and Procedures for cultivating.	Updated for RFI H&H Cultivation Policies and Procedures.pdf	pdf	60394ee7efe1e0359b959b0d	02/26/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 8:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 8:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 8:00 PM
Thursday From: 8:00 AM	**Thursday To:** 8:00 PM

Friday From: 7:00 AM	**Friday To:** 8:00 PM
Saturday From: 8:00 AM	**Saturday To:** 8:00 PM
Sunday From: 8:00 AM	**Sunday To:** 8:00 PM

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): 11/24/2020

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 11/10/2020

    b. Name of publication: Daily Hampshire Gazette

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

    a. Date notice filed: 11/12/2020

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

    a. Date notice(s) mailed: 11/10/2020

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.

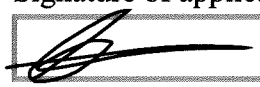
Name of applicant:

H&H cultivation LLC

Name of applicant's authorized representative:

YAZAN HADDAD

Signature of applicant's authorized representative:



Kristina Beacom Wed, Dec 9, 2020, 12:39 PM

Hello, I am organizing a community outreach meeting on behalf of an applicant for marijuana cultivation and pı

John Dyjach Wed, Dec 9, 2020, 1:11 PM

to me, Andres

Hello and thank you for the notification. Regarding your request, please accept the following as confirmation. *Per the CCC administrative order regarding virtual web-based community outreach meetings, please take this as* ı *confirmation that the request for a virtual community meeting is approved. Thank you and contact me if you have additional questions.*

John A. Dyjach
Assistant Director, Economic Development Department
Phone: (413) 322-5655

Due to the declared public emergency, City Hall is closed to the public until further notice.
During this time, our department is working remotely and available via email and phone.
Your communication is appreciated and will be replied to as soon as possible.
Please visit www.holyoke.org for ongoing updates regarding the City's Coronavirus response and for business resources visit https://covid19ghcc.wixsite.com/businessresources.

Community Outreach Meeting video link

https://youtu.be/__VmsRiBpxQ

H & H Cultivation

H & H Cultivation number of participants: 4

ATTACHMENT A

Trump fires defense secretary after election loss

By ROBERT BURNS and LOLITA C. BALDOR
Associated Press

WASHINGTON — President Donald Trump fired Defense Secretary Mark Esper on Monday, an unprecedented move by a president struggling to accept election defeat and angry at a Pentagon leader he believes wasn't loyal enough.

The decision, which could unsettle international allies and Pentagon leadership, injects another element of uncertainty to a rocky transition period as Joe Biden prepares to assume the presidency.

Presidents who win reelection often replace Cabinet members, including the secretary of defense, but losing presidents have kept their Pentagon chiefs in place until Inauguration Day to preserve stability in the name of national security.

Trump announced the news in a tweet, saying that "effective immediately" Christopher Miller, the director of the National Counterterrorism Center, will serve as acting secretary, sidestepping the department's No.2-ranking official, Deputy Defense Secretary David Norquist.

"Chris will do a GREAT job!" Trump tweeted. "Mark Esper has been terminated. I would like to thank him for his service."

Trump's abrupt move to dump Esper triggers questions about what the president may try to do in the next few months before he leaves office,



AP FILE PHOTO

Secretary of Defense Mark Esper speaks Oct. 8 before a meeting at the Pentagon.

including adjustments in the presence of troops overseas or other national security changes.

Biden has not said who he would appoint as defense chief, but is widely rumored to be considering naming the first woman to the post — Michele Flournoy. Flournoy has served multiple times in the Pentagon, starting in the 1990s and most recently as the undersecretary of defense for policy from 2009 to 2012. She is well known on Capitol Hill as a moderate Democrat and is regarded among U.S. allies and partners as a steady hand who favors strong U.S. military cooperation abroad.

Miller has most recently served as the director of the National Counterterrorism Center and before that was a deputy assistant Defense Secretary and top adviser to Trump on counterterrorism issues. He has a long background with the military, having served as an enlisted infantryman in the Army Reserves and after that as a special forces officer. He also served in the wars in Afghanistan and Iraq. After his retirement from the military, Miller worked as a defense contractor.

Esper's strained relationship with Trump came close to collapse last summer during civil unrest that triggered a debate within the administration over the proper role of the military in combating domestic unrest. Esper's opposition to using active duty troops to help quell protests in Washington, D.C., infuriated Trump, and led to wide speculation that the defense chief was prepared to quit if faced with such an issue again.

During his roughly 16-month tenure, Esper generally supported Trump's policies but more recently he was widely expected to quit or be ousted if Trump won reelection.

Presidents historically have put a high priority on stability at the Pentagon during political transitions. Since the creation of the Defense Department and the position of defense secretary in 1947, the only three presidents to lose election for a second term — Gerald Ford, Jimmy Carter and George H.W. Bush — all kept their secretary of defense in place until Inauguration Day.

Esper, who was the official successor to former Marine Gen. James Mattis, routinely emphasized the importance of keeping the military and the Defense Department out of politics. But it proved to be an uphill struggle as Trump alternately praised what he called "his generals" and denigrated top Pentagon leaders as warmongers devoted to drumming up business for the defense industry.

Trump soured on his first defense secretary, Mattis, who resigned in December 2018 over Trump's abrupt decision — later rescinded — to pull all U.S. troops out of Syria, and then on Esper. The splits reflected Trump's fundamentally different views on America's place in the world, the value of international defense alliances and the importance of shielding the military from domestic partisan politics.

During Trump's tenure, the Pentagon has often at the center of the tumult, caught in a persistent and erratic debate over the use of American forces at war in Iraq, Syria and Afghanistan, and on U.S. soil, at the Mexico border and in cities roiled by civil unrest and rocked by the coronavirus.

Esper's departure has appeared inevitable ever since he publicly broke with Trump in June over the president's push to deploy military troops in the streets of the nation's capital in response to civil unrest following the police killing of George Floyd. Esper publicly opposed Trump's threats to invoke the two-centuries-old Insurrection Act, which would allow the president to use active-duty troops in a law enforcement role. And Trump was furious when Esper told reporters the Insurrection Act should be invoked "only in the most urgent and dire of situations," and, "We are not in one of those situations now."

The June civil unrest initially drew Esper into controversy when he joined a Trump entourage that strolled from the White House to nearby St. John's Episcopal Church for a photo op featuring Trump hoisting a Bible. Critics condemned Esper, saying he had allowed himself to be used as a political prop.

Esper said he didn't know he was heading into a photo op, but thought he was going to view damage at the church and see National Guard troops in the area. He was accompanied by Gen. Mark Milley, chairman of the Joint Chiefs of Staff, who later expressed public regret at having been present in uniform.



LEGAL NOTICES



LEGAL NOTICE DEADLINES

Monday's paper .....Friday at 9am
Tuesday's paper .....Friday at 4pm
Wednesday's paper..... Monday at Noon
Thursday's paper..... Tuesday at Noon
Friday's paper .....Wednesday at Noon
Saturday's paper.....Thursday at Noon

Lost & Found
If you have lost or found an animal, we will run your ad for free.

Legals

INFORMAL PROBATE PUBLICATION NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampshire Probate and Family Court
15 Atwood Drive
Northampton, MA 01060
(413) 586-8500
Docket No. HS20P0569EA

Estate of : Joyce D Lattanzio
Date of Death: April: 29, 2019
To all persons interested in the above captioned estate, by Petition of Petitioner Bank of America of Sarasota FL a Will has been admitted to informal probate. Bank of America of Sarasota FL has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representative appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

November 10

84895

Public Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacturing establishment is scheduled for Tuesday November 24, 2020 at 7 pm. In light of COVID-19, the meeting will be held virtually as follows: Join Zoom Meeting: https://zoom.us/j/91400671915 Meeting ID: 914 0067 191 or Via Dial-in: (929) 205-6099 and entering the Meeting ID. The proposed marijuana cultivation and product manufacturing establishment is anticipated to be located at 42-48 Main Street, Holyoke, MA. There will be an opportunity for the public to ask questions.

November 10

84909

Whately Conservation Commission
Whately, MA 01093
Legal Notice

Notice is hereby given, in accordance with M.G.L. Ch. 131, Sect. 40, Wetlands Protection Act that the Whately Conservation Commission will hold a public hearing via Zoom on November 18, 2020, at 7:00P.M., at which it will consider a Notice of Intent submitted by John Hannum for construction of a Common Drive at Masterson Road (Map 18, Lot 9) in Whately. To join the Zoom Meeting use this link: **https://us02web.zoom.us/j/86757690374?pwd=OW95TEVQd3pGME9lQXJvY0VvRGRLZz09** or for audio only, you can use your telephone: (877) 853-5247 or (888) 788-0099 (US Toll-free); Meeting ID: 867 5769 0374, Passcode: 023997.

November 10

84886

American Heart Association®
www.heart.org

Legals

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
COMPLAINT TO FORECLOSE TAX LIEN
[seal] No. 18TL001592

TO ALL WHOM IT MAY CONCERN, and to Deborah L. McCann, also known as Deborah G. McCann, formerly known as Deborah G. Sullivan, deceased, formerly of East Otis, Berkshire County, said Commonwealth; Kimberly M. McCann, now or formerly of Wellesley, Norfolk County, said Commonwealth; Douglas W. Sullivan, now or formerly of Hampton Bays, in the State of New York; Peter D. Sullivan, now or formerly of East Otis, Berkshire County, said Commonwealth; or their heirs, devisees or legal representatives:

Whereas, a complaint has been presented to said Court by the City of Northampton, in the County of Hampshire, and said Commonwealth, to foreclose all rights of redemption from the tax lien proceedings described in said complaint in and concerning two (2) certain parcels situate in said Northampton, in the County of Hampshire, and in said Commonwealth, bounded and described in said complaint as follows:

Parcel I

Property: Land Containing: 1.00 AC (more or less)
Location: Morning Side Dr. Parcel ID: 12C-101-001
Registry: 11350/55 Recorded at: Hampshire County Registry of Deeds.

Parcel II

Property: Land Containing: 0.62 AC (more or less)
Location: Morningside Dr. Parcel ID: 012-027-001
Registry: 11350/55 Recorded at: Hampshire County Registry of Deeds.
If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the Courthouse located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the twenty-eigth day of December in the year two thousand and twenty. Unless an appearance is so filed by or for you, your default will be recorded, the said complaint will be taken as confessed and you will be forever barred from contesting said complaint or any judgment entered thereon. And in addition to the usual service of this notice as required by law, it is ordered that the foregoing citation be published forthwith once in the Daily Hampshire Gazette a newspaper published in said Northampton.
Witness, GORDON H. PIPER, Esquire, Chief Justice of said Court, this third day of November in the year two thousand and twenty.
Attest with Seal of said Court.

Deborah J. Patterson
Recorder

Plaintiff's Attorney: Ronald J. Berenson, Esq., Dawn E. Bloom, Esq., Berenson & Bloom, 116 Pleasant St., Suite 340, Easthampton, MA 01027 (413) 529-9936

November 10

84797





THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

ATTACHMENT B

November 9, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacturing establishment is scheduled for Tuesday November 24, 2020 at 7 pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: https://zoom.us/j/91400671915

Meeting ID: 914 0067 1915

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana cultivation and product manufacturing establishment is anticipated to be located at 42-48 Main Street, Holyoke, MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of H&H Cultivation,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

	Address	City	State	Zip
City of Holyoke	536 Dwight Street	Holyoke	MA	01040

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

ATTACHMENT C

November 9, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana cultivation and product manufacturing establishment is scheduled for Tuesday November 24, 2020 at 7 pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: https://zoom.us/j/91400671915

Meeting ID: 914 0067 1915

or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana cultivation and product manufacturing establishment is anticipated to be located at 42-48 Main Street, Holyoke, MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of H&H Cultivation,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

ID	Address	Owner	Co-Owner	Owner Address	Owner City	Owner State	Owner Zip
022-01-001	[redacted]				HOLYOKE	MA	01040
022-01-002					HOLYOKE	MA	01040
033-02-013					HOLYOKE	MA	01040
033-02-014					HOLYOKE	MA	01040
033-02-015					HOLYOKE	MA	01040
033-06-001					SOUTH HADLEY	MA	01075
033-02-021					HOLYOKE	MA	01040
033-02-010					HOLYOKE	MA	01040
033-02-012					HOLYOKE	MA	01040
033-04-011					HOLYOKE	MA	01040
033-07-021					HOLYOKE	MA	01040
033-04-012					HOLYOKE	MA	01040
033-04-013					HOLYOKE	MA	01040
033-04-015					LUDLOW	MA	01056
030-01-001					HOLYOKE	MA	01041
033-06-002					HOLYOKE	MA	01040
033-05-002					HOLYOKE	MA01MA	01040
033-04-002					HOLYOKE	MA	01040
033-04-003					HOLYOKE	MA	01040
033-04-004					HOLYOKE	MA	01040
033-02-011					HOLYOKE	MA	01040
033-05-007					HOLYOKE	MA	01040
033-04-008					BRADFORD	MA	01835
033-06-003					SAN JOSE	CA	95110
033-04-006					HOLYOKE	MA	01040
033-04-005					HOLYOKE	MA	01040
033-04-001					BOSTON	MA	02116
030-02-006					BOSTON	MA	02116
033-07-001					HOLYOKE	MA	01040
033-04-010					SPRINGFIELD	MA	01138

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70200090000200970390

Remove ×

Your item arrived at the SPRINGFIELD, MA 01138 post office at 8:20 am on November 12, 2020 and is ready for pickup.

Available for Pickup

November 12, 2020 at 8:20 am
Available for Pickup
SPRINGFIELD, MA 01138

Get Updates ⌄

Feedback

Text & Email Updates ⌄

Tracking History ⌄

Product Information ⌄

See Less ⌃

Tracking Number: 70200090000200970383

Remove ×

Your item was delivered to the front desk, reception area, or mail room at 1:40 pm on November

Your item was delivered to the front desk, reception area, or mail room at 1:40 pm on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 1:40 pm
Delivered, Front Desk/Reception/Mail Room
HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970377

Remove ×

Feedback

Status Not Available

The tracking number may be incorrect or the status update is not yet available. Please verify your tracking number and try again later.

Tracking Number: 70200090000200970284

Remove ×

Your item was delivered to the front desk, reception area, or mail room at 1:40 pm on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 1:40 pm
Delivered, Front Desk/Reception/Mail Room
HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970291

Remove ×

Your item has been delivered to an agent for final delivery in HOLYOKE, MA 01040 on November 12, 2020 at 9:19 am.

Delivered to Agent

November 12, 2020 at 9:19 am
Delivered to Agent for Final Delivery
HOLYOKE, MA 01040

Get Updates

See More

Feedback

Tracking Number: 70200090000200970307

Remove ×

Your item was delivered at 12:22 pm on November 12, 2020 in BOSTON, MA 02116.

Delivered

November 12, 2020 at 12:22 pm
Delivered
BOSTON, MA 02116

Get Updates

See More

Remove ×

Tracking Number: 70200090000200970314

Expected Delivery by

FRIDAY
13 NOVEMBER 2020 ⓘ
by
9:00pm ⓘ

In-Transit

November 13, 2020
In Transit, Arriving Late

Get Updates ⌄

See More ⌄

Feedback

Remove ×

Tracking Number: 70200090000200970321

Your item was delivered to the front desk, reception area, or mail room at 1:25 pm on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 1:25 pm
Delivered, Front Desk/Reception/Mail Room
HOLYOKE, MA 01040

Get Updates ⌄

See More ⌄

Remove ×

Tracking Number: 70200090000200970338

Your item was delivered to an individual at the address at 1:07 pm on November 13, 2020 in HAVERHILL, MA 01835.

Delivered

November 13, 2020 at 1:07 pm
Delivered, Left with Individual
HAVERHILL, MA 01835

Get Updates

See More

Tracking Number: 70200090000200970345

Remove

Feedback

Expected Delivery on

FRIDAY

13 NOVEMBER 2020

by **6:30pm**

Alert

November 13, 2020 at 1:10 am
Awaiting Delivery Scan

Get Updates

See More

Tracking Number: 70200090000200970352

Remove

Your item was delivered to the front desk, reception area, or mail room at 8:20 am on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 8:20 am
Delivered, Front Desk/Reception/Mail Room

HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970369

Remove

Your item was delivered to an individual at the address at 10:21 am on November 12, 2020 in HOLYOKE, MA 01040.

Feedback

Delivered

November 12, 2020 at 10:21 am
Delivered, Left with Individual
HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970376

Remove

Your item has been delivered to an agent for final delivery in HOLYOKE, MA 01040 on November 12, 2020 at 9:19 am.

Delivered to Agent

November 12, 2020 at 9:19 am
Delivered to Agent for Final Delivery
HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970185

Remove ×

Your item was delivered to an individual at the address at 1:27 pm on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 1:27 pm
Delivered, Left with Individual
HOLYOKE, MA 01040

Get Updates

Feedback

See More

Tracking Number: 70200090000200970192

Remove ×

Your item was delivered to an individual at the address at 12:22 pm on November 12, 2020 in SOUTH HADLEY, MA 01075.

Delivered

November 12, 2020 at 12:22 pm
Delivered, Left with Individual
SOUTH HADLEY, MA 01075

Get Updates

See More

Tracking Number: 70200090000200970208

Remove ×

Expected Delivery by

FRIDAY

13 NOVEMBER 2020

by **9:00pm**

In-Transit

November 13, 2020
In Transit, Arriving Late

Get Updates

See More

Feedback

Tracking Number: 70200090000200970215

Remove ×

Your item was delivered to an individual at the address at 10:14 am on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 10:14 am
Delivered, Left with Individual
HOLYOKE, MA 01040

Get Updates

See More

Tracking Number: 70200090000200970222

Remove ×

Your item was delivered to an individual at the address at 4:34 pm on November 13, 2020 in HOLYOKE, MA 01040.

Delivered

November 13, 2020 at 4:34 pm
Delivered, Left with Individual
HOLYOKE, MA 01040

Get Updates ⌄

See More ⌄

Feedback

Tracking Number: 70200090000200970239

Remove ×

Your item was delivered to the front desk, reception area, or mail room at 8:20 am on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 8:20 am
Delivered, Front Desk/Reception/Mail Room
HOLYOKE, MA 01040

Get Updates ⌄

See More ⌄

Tracking Number: 70200090000200970246

Remove ×

We attempted to deliver your item at 1:22 pm on November 12, 2020 in HOLYOKE, MA 01040 and

a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning November 13, 2020. If this item is unclaimed by November 27, 2020 then it will be returned to sender.

Delivery Attempt: Action Needed

November 12, 2020 at 1:22 pm

Notice Left (No Authorized Recipient Available)
HOLYOKE, MA 01040

Schedule Redelivery ⌄

See More ⌄

Tracking Number: 70200090000200970253

Remove ×

Feedback

Your item was delivered at 12:08 pm on November 13, 2020 in LUDLOW, MA 01056.

Delivered

November 13, 2020 at 12:08 pm
Delivered
LUDLOW, MA 01056

Get Updates ⌄

See More ⌄

Tracking Number: 70200090000200970260

Remove ×

Your item was delivered at 11:15 am on November 12, 2020 in HOLYOKE, MA 01040.

Delivered

November 12, 2020 at 11:15 am
Delivered
HOLYOKE, MA 01040

Get Updates

See More

Can’t find what you’re looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

   H&H Cultivation LLC

2. Name of applicant's authorized representative:

   YAZAN HADDAD

3. Signature of applicant's authorized representative:

4. Name of municipality:

   Holyoke

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

   Alex B. Morse, Mayor

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

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

8. Host community agreement execution date:
10.27.20

H&H Cultivation LLC

Plan to Remain Compliant with Local Codes, Ordinances and Bylaws

Marijuana Establishment; Cultivation
42-48 Main Street, Holyoke, Mass.
Assessor ID 33-4-9 and 33-4-10

H&H Cultivation, LLC (the Applicant), is pursuing a Marijuana Establishment for cultivation at 42-48 Main Street in the City of Holyoke. The site is located within the City's General Industrial (IG) zoning district and is allowed by special permit issued by the Holyoke City Council with Site Plan Review by the City's Planning Board.

The Applicant shall duly apply-for and comply-with the city's ordinance provisions and requirements and all applicable conditions that may be imposed by City Council and Planning Board under the special permit granting process. The Applicant's site meets the distancing/setback requirements from playgrounds, schools, etc., set forth in the City's ordinance and the CCC statutes and regulations. The Applicant has reviewed the submission requirements for a special permit and the applicable criteria/findings, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The site consists of two adjoining parcels of land: 33-4-9 which is a 10,000 +/- sq. ft. parcel of land improved with a 3 story brick warehouse type structure; and, 33-4-10 which is a 10,000 +/- sq. ft. parcel of land with no improvements.

Applicant will utilize both parcels to accommodate its proposed 30,000 square foot cultivation facility, with the majority of the cultivation conducted in the 3-story brick warehouse-type structure at 33-4-9 and a portion of the cultivation conducted on the vacant parcel (33-4-10) within a newly constructed greenhouse structure. The vacant parcel (33-4-10) for the new greenhouse structure meets the dimensional/intensity requirements for new construction in the IG Industrial zoning district. The entire project will require a special permit from the City Council for use, Site Plan approval from the Planning Board for construction of the new greenhouse structure. Parking will be provided both on-site and off-site and any additional off-site parking relief may be obtained through a planning board special permit process.

The time frame for obtaining special permit(s) and site plan review is as follows: Upon formal filing with Clerk's Office, City Council and Planning Board, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one hearing to be accomplished within 65 days following filing; approximately 14 days for SPGA's writing of final decision and filing of decision with Clerk for 20-day appeal period. Total time-frame is approximately 90-to-120 days for the special permit process. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, H&H Cultivation LLC ("H&H" or "the Company") has created the following Positive Impact Plan.

H&H's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

H&H will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goal #1:
Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:
Donate a total of $2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

Measurement and Accountability:
At the end of each year, H&H will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the H&H has given to the program outlined above. H&H will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to H&H, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Goal #2:
On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

Program:
H&H will Commit $2,500 per calendar year to our Cannabis Expungement Program ("CEP") that will provide financial assistance for legal/filing fees for up to 5 individuals from areas of disproportionate impact attempting to expunge cannabis criminal charges from their record. H&H will identify an attorney to help individuals with completing the necessary expungement paperwork. H&H will publish the application for the CEP on its website. Individuals will be able to apply for the Program on-line. The first 5 individuals that meet the following criteria will be eligible for participation in the program:

1. Must show proof of past or present residency in an ADI as identified by the Commission and
2. Show proof of a cannabis-related felony.

Measurement and Accountability:
H&H will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals H&H has assisted with funding expungements per year and indicate the specific ADI where that individual resides or has resided. In addition, H&H will produce documentation that criminal records of individuals in the CEP have had their records expunged.

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

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

H&H expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1207028032
Notice Date: December 2, 2020
Case ID: 0-001-043-471

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

OLIVER HOMBERG
H&H CULTIVATION LLC
42 MAIN ST
HOLYOKE MA 01040-5840

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 25, 2021

TO WHOM IT MAY CONCERN:

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

H&H CULTIVATION LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 14, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **YAZAN HADDAD, OLIVER HOLMBERG, BLAKE MENSING**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **YAZAN HADDAD, OLIVER HOLMBERG, BLAKE MENSING**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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

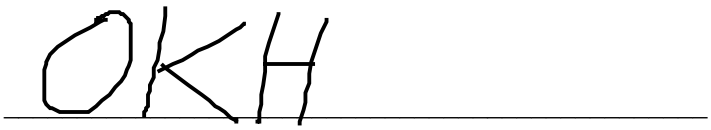
William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

Certificate of Good Standing or Compliance from the Massachusetts Department of Unemployment Assistance Attestation Form

Signed under the pains and penalties of perjury, I, Oliver Homberg, an authorized representative of H & H Cultivation LLC certify that H & H Cultivation LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature of Agent

Date

01/17/2021

Name:

Oliver Homberg

Title:

Owner

Entity:

H & H Cultivation LLC

DocuSign Envelope ID: 6C24A7A4-1F40-4F80-A609-8EF4D0BB2216

H&H CULTIVATION, LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of H&H CULTIVATION LLC, a Massachusetts limited liability company (the "Company"), is entered into as of the Effective Date by and among the Company, the Members executing this Agreement as of this February [4], 2021 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Secretary of the Commonwealth (the "Secretary of State") on October 14, 2020, in accordance with the Massachusetts Limited Liability Company Act (the "Massachusetts Act"); and

WHEREAS, the Members now desire to enter into this operating agreement of the Company in the form of this Agreement to fully set forth their agreements and understandings regarding the Company and to own and operate the Company in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

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

(a) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(1) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(2) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

(b) "Adjusted Taxable Income" of a Member for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed (i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

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

(d) "Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Massachusetts or federal Governmental Authority; (b) any consents or approvals of any Massachusetts or federal Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Massachusetts or federal Governmental Authority.

(e) "BBA" means the Bipartisan Budget Act of 2015.

(f) "Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; *provided*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Managers in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

(g) "Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(1) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(2) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(3) the Book Value of all Company assets may, in the sole discretion of the Managers, be adjusted to equal their respective gross Fair Market Values, as determined by the Managers, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(4) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining

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Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (4) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (4); and

(5) if the Book Value of a Company asset has been determined pursuant to paragraph (1) or adjusted pursuant to paragraphs (3) or (4) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

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

(j) "Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

(k) "Code" means the Internal Revenue Code of 1986, as amended.

(l) "Company Minimum Gain" means "partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term "Company" for the term "partnership" as the context requires.

(m) "Divorce" means any legal proceeding to terminate or dissolve or separate the Marital Relationship of a Member, and includes an action for annulment, legal separation, or similar proceedings that involves a judicial division of joint or marital property of the Member and his Spouse.

(n) "Disability" means a Manager (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. "Disabled" when used as an adjective and "Disability" when used as a noun shall have a correlative meaning. To the extent of a dispute or an ambiguity regarding the terms "disability" and "disabled," the parties agree to apply the definition set forth in the Americans with Disabilities Act, 42 USC, sec. 12102.

(o) "Effective Date" means the date on which this Agreement is fully executed.

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

(q) "Eligible Issuance" means the issuance by the Company to any Person or Persons (including any of the Members or their Affiliate) of any Company Equity Securities, other than: (i) the issuance on the Effective Date of the Membership Interests described in Schedule A as of the Effective Date; or (ii) the issuance of securities in a merger, consolidation or conversion of the Company or upon any split, combination, dividend or other similar event in respect of the Membership Interests.

(r) "Equity Securities" means as to any Person that is a corporation, the shares of such Person's capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the ownership, beneficial or membership interests in such Person, including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and

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similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

(s) "Estimated Tax Amount" of a Member for a Fiscal Year means the Member's Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Managers. In making such estimate, the Managers shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Managers reasonably determine are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

(t) "Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Managers based on such factors as the Managers, in the exercise of their reasonable business judgment, consider relevant.

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

(v) "GAAP" means United States generally accepted accounting principles in effect from time to time.

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

(x) "Independent Third Party" means, with respect to any Member, any Person who is not an Affiliate of such Member.

(y) "Joinder Agreement" means the joinder agreement in form and substance attached hereto as Exhibit A.

(z) "Lien" means any mortgage, pledge, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

(aa) "Managers" means each Person identified as of the date hereof as a Manager in Section 7.02.

(bb) "Marital Relationship" means a civil union, domestic partnership, marriage or any other similar relationship that is legally recognized in any jurisdiction.

(cc) "Member" means (a) each Person identified on the Members Schedule as of the date hereof as a Member who has executed this Agreement or a counterpart thereof; and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Massachusetts Act, in each case so long as such Person is shown on the Company's books and records as the owner of Membership Interests. The Members shall constitute "members" (as that term is defined in the Massachusetts Act) of the Company.

(dd) "Member Nonrecourse Debt" means "partner nonrecourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term "Company" for the term "partnership" and the term "Member" for the term "partner" as the context requires.

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(ee) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(ff) "Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations Section 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

(gg) "Membership Interest" means an interest in the Company owned by a Member, including such Member's right (a) to its distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Massachusetts Act. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

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

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

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

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

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

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

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

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(ii) "Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

(jj) "Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

(kk) "Operational" means the Company is generating revenues pursuant to its activities under Massachusetts 935 CMR 500.000, "ADULT USE OF MARIJUANA"

(ll) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(mm) "Quarterly Estimated Tax Amount" of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (a) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all distributions previously made during such Fiscal Year to such Member.

(nn) "Remaining Members**"** means all Members (other than an Offering Member), whose Membership Interests are subject to sale pursuant to Section 13.01, Section 13.02, or Section 13.03.

(oo) "Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

(pp) "Securities" means any debt or equity securities of any issuer, including common and preferred stock and interests in limited liability companies (including warrants, rights, put and call options and other options relating thereto or any combination thereof), notes, bonds, debentures, trust receipts and other obligations, instruments or evidences of indebtedness and other property or interests commonly regarded as securities.

(qq) "Securities Act" means the Securities Act of 1933.

(rr) "Spouse" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any person in a Marital Relationship with a Member.

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

(tt) "Tax Amount" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

(uu) "Tax Rate" of a Member, for any period, means the highest marginal combined federal, state and local tax rate applicable to an individual residing in Boston, Massachusetts, taking into account (a) the character (for example, long-term or short-term capital gain, ordinary or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

(vv) "Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge,

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encumbrance, hypothecation or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

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

Section 1.02 Interpretation.

For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on October 14, 2020 pursuant to the provisions of the Massachusetts Act, upon the filing of the Certificate of Organization with the Secretary of Commonwealth.

(b) This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Massachusetts Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Massachusetts Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Massachusetts Act in the absence of such provision, this Agreement shall, to the extent permitted by the Massachusetts Act, control.

Section 2.02 Purpose.

The Company's purposes shall be to operate one or more marijuana establishments, to engage in other business activities reasonably related thereto, and to engage in any other act and to transact any and all business endeavors which a limited liability company may transact under the Act. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Massachusetts Act.

Section 2.03 Name.

The name of the Company is "H&H CULTIVATION LLC" or such other name or names as may be designated by the Managers; *provided*, that the name shall always contain the words "Limited Liability

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Company" or the abbreviation "L.L.C." or the designation "LLC." The Managers shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.04 Principal Office.

The principal office of the Company is located at 42-48 Main Street, Holyoke, MA 01040, or such other place as may from time to time be determined by the Managers. The Managers shall give prompt notice of any such change to each of the Members.

Section 2.06 Registered Office and Registered Agent.

The registered agent and registered office of the Company are designated in the Certificate. The Manager may from time to time, in accordance with the Act, change the Company's registered office and/or registered agent. The Managers shall select and designate a registered office and registered agent for the Company in each other state in which the Company is required to maintain or appoint one.

Section 2.05 Filings; Registered Office; Registered Agent.

(a) The Managers are hereby authorized to execute, file, and record all such certificates and documents, including amendments to the Certificate of Organization.

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

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

Section 2.06 Term.

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

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions.

Contemporaneously with the execution of this Agreement, each Member has made an initial Capital Contribution and is deemed to own Membership Interests in the amounts set forth opposite such Member's name and address on Schedule A attached hereto (the "Members Schedule"). The Managers shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions.

(a) No Requirement to Make Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the majority consent of the Managers. To the extent that a Member makes an

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additional Capital Contribution to the Company, the Managers shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

(b) Grant of Preemptive Rights. The Company hereby grants to each Member holding a Membership Interest the right to purchase its proportionate fully diluted Percentage Interest of any future issuance of Membership Interests in the Company.

(c) Exercise of Preemptive Rights. The Company shall, before issuing any Company Equity Securities in an Eligible Issuance, give written notice thereof to the Members. Such notice shall specify the Company Equity Securities the Company proposes to issue, the proposed date of issuance, the consideration that the Company intends to receive therefor and all other material terms and conditions of such proposed issuance. For a period of 15 calendar days following the date of such notice, each Member shall be entitled, by written notice to the Company, to elect to purchase all or any part of its proportionate fully-diluted percentage of the Company Equity Securities being sold in the Eligible Issuance; provided, that if two or more Securities shall be proposed to be sold as a "unit" in an Eligible Issuance (including any Company Equity Securities that are sold with a debt security as a unit, or that are issued in connection with a debt financing), any such election must relate to such unit of Securities (including any obligation to provide debt financing to the Company, as applicable). To the extent that elections pursuant to this Section 3.03 shall not be made with respect to any Company Equity Securities included in an Eligible Issuance within such 15 calendar day period, then the Company may issue such Company Equity Securities, but only for consideration not less than, and otherwise on terms not materially less favorable in the aggregate to the Company than, those set forth in the Company's notice and only within 180 days after the end of such 15-calendar day period. In the event that any such offer is accepted by one or more Members (each an "Electing Member"), the Company shall sell to each such Electing Member, and each such Electing Member shall purchase from the Company, for the consideration and on the terms set forth in the notice as aforesaid, the Company Equity Securities that such Electing Member shall have elected to purchase and the Company may sell the balance, if any, of the Company Equity Securities it proposed to sell in such Eligible Issuance in accordance with the immediately preceding sentence. If any Eligible Issuance is made for consideration other than cash Capital Contributions, the Members shall be entitled to participate by making cash Capital Contributions in lieu of non-cash consideration and the Managers shall determine the value of such non-cash consideration for purposes of this Section 3.03 and identify such value in the notice provided for above.

Section 3.03 Maintenance of Capital Accounts.

The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

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

(1) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;

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

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

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

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(i) the cash amount or Book Value of any property distributed to such Member pursuant to Article VI and Section 16.03;

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

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

Section 3.04 Succession Upon Transfer.

In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to Article V, Article VI and Article XII in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts.

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

Section 3.06 No Withdrawals From Capital Accounts.

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

Section 3.07 Loans From Members.

Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

Section 3.08 Modifications.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Managers may authorize such modifications without the consent any Member.

ARTICLE IV
MEMBERS

Section 4.01 Admission of New Members.

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(a) New Members may be admitted from time to time in connection with a Transfer of Membership Interests, subject to compliance with the provisions of Article XII, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Managers and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.03.

Section 4.02 No Personal Liability.

Except as otherwise provided in the Massachusetts Act, by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 Intentionally Omitted

Section 4.04 Meetings of Members.

(a) Meetings of the Members may be called by (i) any Manager; or (ii) by a Member or group of Members holding at least 30% of the then outstanding Membership Interests.

(b) Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.

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

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

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; *provided*, that the appropriate Members shall have been notified of the meeting in accordance with Section 4.04(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.05 Quorum.

A quorum of any meeting of the Members shall require the presence of the Members holding a majority of the outstanding Membership Interests. Subject to Section 4.06, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.06, no action may be taken by the

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Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the outstanding Membership Interests.

Section 4.06 Action without a Meeting.

Notwithstanding the provisions of Section 4.05, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by 90% of the then outstanding Membership Interests. A record shall be maintained by the Managers of each such action taken by written consent of a Member or Members.

Section 4.07 Power of Members.

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

Section 4.08 No Interest in Company Property.

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

Section 4.9 Certification of Membership Interests.

(a) The Managers may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) If the Managers shall issue certificates representing Membership Interests in accordance with Section 4.9(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

> THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.
>
> THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section 4.11 Other Activities; Business Opportunities.

Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business. None of the Members nor any of their Affiliates shall be obligated to account to the Company

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or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description. Notwithstanding the foregoing, the members agree not to have an ownership interest in, consult to, manage, or be employed by a competing business located within a 5-mile radius of the Business of the Company, except with respect to Blake Mensing, who shall not be bound by the preceding language in this sentence with respect to his ongoing business interests in the City of Holyoke.

ARTICLE V
ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss.

For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations.

Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) The allocations set forth in paragraphs (a), (b), (c) and (d) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the

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Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value in Section 1.01, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Managers taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests.

In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of this Agreement, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI
DISTRIBUTIONS

Section 6.01 General.

(a) Subject to Section 6.02, distributions of available cash shall be made to the Members when and in such amounts as determined by the Managers in their sole discretion. After making all distributions required for a given Fiscal Year under Section 6.02, distributions determined to be made by the Managers pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate § 18-607 of the Massachusetts Act or other Applicable Law.

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Section 6.02 Tax Advances.

(a) Subject to any restrictions in the Company's then applicable debt-financing arrangements, and subject to the determination by the Managers to retain any other amounts necessary to satisfy the Company's obligations, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), then the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 75th day of the next succeeding Fiscal Year; *provided*, that if the Company has made distributions other than pursuant to this Section 6.02, the Managers may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

Section 6.03 Tax Withholding; Withholding Advances.

(a) Tax Withholding. Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Managers to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) Withholding Advances. The Company is hereby authorized at all times to make payments ("Withholding Advances") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Matters Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "Taxing Authority") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum (the "Company Interest Rate"), compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member's reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such

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Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03(c), including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) Overwithholding. Neither the Company nor the Managers shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 6.04 Distributions in Kind.

(a) The Managers are hereby authorized, as they may reasonably determine, to make distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 6.01.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Managers determine are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Managers may require that the Members execute and deliver such documents as the Managers may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII
MANAGEMENT

Section 7.01 Management of the Company.

The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 7.05, the Managers shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

Section 7.02 Number, Election and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of Members holding a majority of the outstanding Membership Interests, but the number of Managers shall not be less than one (1) nor more than the number of Members. The Company shall initially have two (2) Managers, who shall be Oliver Homberg and Yazan Haddad.

(b) Each Manager shall serve until the earliest of Manager's death, Disability, resignation, or removal.

(c) The Managers shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers Schedule") and shall update the Managers Schedule upon the removal or replacement of any Manager in accordance with this Section 7.02 or Section 7.03. A copy of the Managers schedule as of the execution of this Agreement is attached hereto as Schedule B.

Section 7.03 Removal; Resignation.

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(a) A Manager may only be removed for Cause. "Cause" means:

(i) the Manager's commission of fraud, embezzlement, misappropriation of funds, material misrepresentation, breach of fiduciary duty or other act of dishonesty against the Company;

(ii) the Manager's conviction of a felony or of a misdemeanor if such misdemeanor involves moral turpitude or misrepresentation, including a plea of guilty or nolo contendere;

(iii) the Manager's material breach of any provision of this Agreement, which breach is not cured within thirty (30) days following written notice; and /or

(iv) the Manager's intentional wrongful act or gross negligence that has a material detrimental effect on the Company;

(v) the Manager's commission, permission, aid or abetment of any illegal practices in the operation of the Company or other prohibited activity under Mass 935 CMR 500;

(vi) the Manager's inability to perform his duties under this Agreement as the result of his incapacity due to physical or mental illness, and such inability lasts ninety (90) days after its commencement; or

(vii) the appointment of a guardian or conservator for a Member.

(b) A Manager may resign at any time by delivering his written resignation to the Company. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The acceptance of a resignation by the other Managers shall not be necessary to make it effective.

(c) The resignation of a Manager who is also a Member shall not constitute a withdrawal or expulsion of the Manager as a Member of the Company or otherwise affect the Manager's rights as a Member.

(d) The removal of a Manager shall constitute a withdrawal or expulsion of the Manager as a Member.

Section 7.04 Action by Managers.

(a) If there is more than one Manager serving, all decisions requiring action of the Managers or relating to the business or affairs of the Company shall be decided by the affirmative vote or consent of a majority of the Managers as determined per capita (one (1) vote per Manager).

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

(c) Any action of the Managers may be taken without a meeting with a written consent of a majority of the Managers shall approve such action.

Section 7.05 Actions Requiring Approval of Members.

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Without the majority written approval of all Members, the Company shall not, and shall not enter into any commitment to:

(a) amend, modify or waive the Certificate of Organization or this Agreement; *provided* that a Manager may, without the consent of the Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) issue additional Membership Interests or admit additional Members to the Company, subject to Section 3.03 above;

(c) incur any indebtedness, pledge or grant Liens on any assets or guaranty, assume, endorse or otherwise become responsible for the obligations of any other Person in excess of $100,000 in a single transaction or series of related transactions, or in excess of $250,000 in the aggregate at any time outstanding;

(d) make any loan, advance or capital contribution in any Person in excess of $50,000;

(e) appoint or remove the Company's accountants or make any changes in the accounting methods or policies of the Company (other than as required by GAAP);

(f) enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business;

(g) enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets, other than sales of inventory in the ordinary course of business consistent;

(h) establish a Subsidiary or enter into any joint venture or similar business arrangement;

(i) settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability with a value in excess of $50,000 or agree to the provision of any equitable relief by the Company;

(j) initiate or consummate an initial public offering or make a public offering and sale of the Membership Interests or any other securities;

(k) make any investments in any other Person in excess of $50,000; or

(l) merge, consolidate, dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

Section 7.07 Officers.

The Managers may appoint individuals as officers of the Company (the "Officers") as they deem necessary or desirable to carry on the business of the Company and the Managers may delegate to such Officers such power and authority as the Managers deem advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Managers or until his earlier death, Disability, resignation, or removal. Any Officer may resign at any time on written notice to the Managers. Any Officer may be removed by the Managers with or without cause at any time. A vacancy in any office occurring because of death, Disability, resignation, removal or otherwise, may, but need not, be filled by the Managers.

Section 7.08 Other Activities of Managers; Business Opportunities.

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The Managers shall devote so much time and attention to the business of the Company as they deem appropriate in their sole discretion. Nothing contained in this Agreement shall prevent any Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Managers shall be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses. None of the Managers shall be obligated to inform the Company or the Members of any business opportunity of any type or description.

Section 7.09 Compensation and Reimbursement of Managers; No Employment.

(a) The Managers shall not be compensated for their services as Managers, but the Company shall reimburse the Managers for all ordinary, necessary and direct expenses incurred by the Managers in performance of their duties as Managers. All reimbursements for expenses shall be reasonable in amount. Nothing contained in this Section 7.09 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

Section 7.10 No Personal Liability.

Except as otherwise provided in the Massachusetts Act, by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE VIII
TRANSFER

Section 8.01 General Restrictions on Transfer.

(a) Each Member agrees that such Member will not Transfer any of his Membership Interests unless permitted under this Agreement.

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

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

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

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

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

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

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

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

Section 8.04 Membership Interests Covered.

This Agreement shall cover all of the Membership Interests now owned or hereafter acquired by the Members while this Agreement remains in effect.

Section 8.06. Future Issuances.

The Company may not issue Membership Interests to any Person who is not already a party to this Agreement unless, contemporaneously with the issuance of such Membership Interests such Person executes and delivers a Joinder Agreement.

ARTICLE IX
MANDATORY PURCHASE UPON TERMINATION OF MARITAL RELATIONSHIP

Section IX.1 **Purchase by Member upon Termination of Marital Relationship.**

If the Marital Relationship of a Member is terminated by the death of the Member's Spouse or by Divorce, and such Member does not succeed to all of his or her Spouse's interest at such time (the "Spouse's Interest," regardless of whether the interest is characterized as marital, non-marital or separate property, or as property held as joint tenants), then the Spouse, the Spouse's estate, or the trustee of any trust to which the Spouse's Interest passes, as the case may be, shall sell to such Member, and such Member shall purchase, the Spouse's Interest for the Purchase Price set forth in Article XIII.

Section IX.2 **Membership Interests or Interest Owned in Trust.**

Any Membership Interests or interest therein held by a Member as a trustee of a trust as a result of the death or incapacity of the Spouse or the Member's Divorce from the Spouse shall be treated as owned by the Member for purposes of this Agreement, and any obligation of a Member to sell or offer to sell the Membership Interests or interest therein includes any Membership Interests or interest therein held by the Member as trustee of the trust.

Section IX.3 **Lump Sum or Installment Payments.**

A Member may pay the Purchase Price for the Spouse's Interest in (a) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (b) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of 2.5% per annum. If paid

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in installment payments, the Member shall pay the Purchase Price plus accrued interest in twelve (12) equal quarterly installments. Such Member shall have the right to pay all or any part of such Member's note at any time or times in advance of maturity without premium or penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

Section IX.4 **Transfer of Spouse's Interest.**

In the event that a Spouse's Interest is purchased in accordance with the provisions hereof, upon the execution and delivery of the promissory note or the lump sum payment of the Purchase Price, in each case as provided in Section 10.3, an automatic Transfer to the relevant Member of the Spouse's Interest being purchased shall be deemed to have occurred, and the parties shall execute and deliver any instruments and perform any acts that may be necessary or reasonably requested by the Company to effectuate and evidence the Transfer.

ARTICLE X
TRIGGERING EVENTS FOR OPTION TO BUY MEMBERSHIP INTERESTS

Section X.1 **Voluntary Transfers.**

(a) Right of First Refusal. Before any Membership Interests may be voluntarily or involuntarily sold or transferred by a Member (except as set forth in Section 10(d) below), including transfers by operation of law and by pledges or holders of other liens desiring to exercise power of sale, such Membership Interests (the "Offered Interests") must first be offered for sale to the Company by the Member by written notice to the Company (the "Seller's Notice") stating the name and address of the proposed transferee, the number of Offered Interests, the purchase price, and the terms of the proposed transaction. The Company shall thereupon have the option, but not the obligation, to acquire some or all of the Offered Interests for a price per percentage interest or portion thereof (the "Purchase Price") equal to the price per share set forth in the Seller's Notice. Within 20 calendar days (the "Option Period") after receipt of the Seller's Notice, the Company shall give written notice to the Member stating whether it has elected to purchase the Offered Interests and a date and time (the "Closing Date") for consummation of the purchase note later than 45 days after the Company's receipt of the Seller's Notice. Failure by the Company to give such notice within such time period shall be deemed an election by the Company not to exercise such option. The Member shall not vote in any capacity in connection with the decision of the Company whether to exercise its options to purchase his shares; provided that if his vote is required for valid corporate action he shall vote in accordance with the decision of the majority of the other directors or Members, as applicable.

(b) *Transfer to Third Parties*. If the Company has not elected to purchase all of the Offered Interests by the end of the Option Period, the Member may transfer all of the Offered Interests at any time during the 60-day period immediately following the termination of the Option Period, but only upon the terms and to the transferee stated in the applicable Seller's Notice. Such transferee shall become a party to and a "Member" under and shall otherwise by bound by this Agreement.

(c) *Further Restrictions*. Any attempted transfer in violation of the terms of this Agreement shall be ineffective to vest any legal or beneficial interest in the Membership Interests in any transferee and shall be null and void.

(d) *Permitted Transfers Excluded*. A Member may transfer its Shares to such Member's lineal descendants and/or spouse and any trust, limited partnership or limited liability company under which such lineal descendants and/or spouse is the sole beneficiary if in each such case the Member or such Member's spouse and/or lineal descendants controls all of the voting equity of and/or decision-

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making in such trust, limited partnership or limited liability company (each, a "Permitted Transfer"). Any such Permitted Transfer shall not be required to be offered first to the Company. In the event that a Member exercises his rights under this Section 10(d), he shall provide the Company with a prompt notification of the date of the Permitted Transfer, the name of the new Member, their address and the relevant contact information. Upon the receipt of such notification, the Company shall update the Company's stock ledger and corporate records accordingly.

Section 11.02 Involuntary Transfer.

Prior to any Involuntary Transfer of Shares during the life of a Member (the "Transferring Member") for any reason (other than in connection with the Divorce of a Member as addressed in Article X of this Agreement), the Member shall give prompt written notice to the Company and the Remaining Members disclosing in full the nature and details of the Involuntary Transfer, and the Company, *first*, and each Remaining Stockholder, *second*, shall have the option to purchase all (but not less than all) of the Shares owned by the Transferring Member at the effective date of the Involuntary Transfer pursuant to the terms of Article X and Article XIII. For the purposes hereof, an "Involuntary Transfer" includes, but is not limited to, a potential Transfer of Membership Interest that occurs in connection with any of the following: (a) a sale upon execution or in foreclosure of any pledge, hypothecation, lien or charge; (b) a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or related law; (c) the appointment of a receiver; (d) an assignment for the benefit of creditors; (e) attachment, assignment or other collection action; and (f) the appointment of a guardian or conservator for a Member.

ARTICLE XI
OPTION PROCEDURES

Section XI.1 **Exercise of Option.**

Whenever the Company and/or the Remaining Members have the option to purchase (1) the Offered Interests of an Offering Member pursuant to the terms of Section 11.01or (2) all of the Membership Interests owned by a Transferring Member pursuant to the terms of Section 11.02 (in either the case of (1) or (2), the "Option Interests"), the following procedures shall apply:

(a) The initial right of the Company to purchase all (but not less than all) of the Option Interests shall be exercisable with the delivery of a written notice by the Company to the Offering Member or the Transferring Member, as the case may be, and the Remaining Members within thirty (30) days of (i) in the case of a voluntary Transfer pursuant to 11.01, the receipt of the Offering Member's written notice regarding the Offered Interests; or (ii) in the case of an Involuntary Transfer pursuant to Section 11.02, the receipt of the Transferring Member's written notice of Involuntary Transfer. The Company's written notice of exercise shall be binding upon delivery and irrevocable by the Company.

(b) If the Company does not elect to purchase all of the Option Interests, the Remaining Members shall have the right to purchase all (but not less than all) of the Option Interests. For a period of thirty (30) days following the earlier of the expiration of the Company's option period set forth in Section 12.01(a) or receipt of written notice from the Company that it does not elect to purchase the Option Interests, each Remaining Member shall have the right to elect to purchase all (but not less than all) of his pro rata portion of the Option Interests by delivering written notice to the Company and the Offering Member or the Transferring Member, as the case may be. The pro rata portion of each Remaining Member for the purposes of this Section 12.01(b) shall be determined by dividing (i) the number of Membership Interests owned by a Remaining Member by (ii) the total number of Membership Interests owned by all of the Remaining Members. Each Remaining Member's exercise notice shall be binding upon delivery and irrevocable by such Remaining Member.

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(c) If the Remaining Members pursuant to Section 12.01(b) do not, in the aggregate, elect to purchase all of the Option Interests, each Remaining Member electing to purchase his or her pro rata portion of the Option Interests in accordance with Section 12.01(b) (each, an "Exercising Member") shall have the right to purchase all (but not less than all) of any remaining Option Interests not elected to be purchased by the other Remaining Members. As promptly as practicable following the expiration of the Remaining Members' option period set out in Section 12.01(b), the Offering Member or Transferring Member, as the case may be, shall deliver a written notice to each Exercising Member stating the number of remaining Option Interests available for purchase. For a period of thirty (30) days following the receipt of such written notice, each Exercising Member shall have the right to elect to purchase all (but not less than all) of the remaining Option Interests by delivering a written notice to the Company and the Offering Member or the Transferring Member, as the case may be. If more than one Exercising Member delivers an exercise notice pursuant to this Section 12.01(c) (each, an "Over-Allotment Participating Member"), the remaining Option Interests shall be allocated pro rata among the Over-Allotment Participating Members based on a fraction determined by dividing (i) the number of Membership Interests owned by the Over-Allotment Participating Member by (ii) the number of Membership Interests owned by all Over-Allotment Participating Members; unless within thirty (30) days following the receipt of written notice to that effect, the Over-Allotment Participating Members deliver a joint written notice to the Company and the Offering Member or Transferring Member, as the case may be, agreeing to a different allocation for all (but not less than all) of the remaining Option Interests. Each Over-Allotment Participating Member's exercise notice shall be binding upon delivery and irrevocable by the Over-Allotment Participating Member.

(d) The failure of the Company or any Remaining Member to deliver an exercise notice by the end of their respective option periods shall constitute a waiver of the applicable rights of first offer under Article XII with respect to the Transfer of such Option Interests, but shall not affect their respective rights with respect to any future Transfers.

Section XI.2 **Lump Sum or Installment Payments.**

Any purchaser of Membership Interests pursuant to this Article XII may pay the applicable Purchase Price in (a) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (b) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of five percent (5%) per annum (or the maximum rate allowable under Applicable Law if less than five percent (5%) per annum). If paid in installment payments, the Member shall pay the Purchase Price plus accrued interest in twelve (12) equal quarterly installments. The purchaser shall have the right to pay all or any part of the purchaser's note at any time or times in advance of maturity without premium or penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.

Section XI.3 **Cooperation.**

Each Member shall take all actions as may be reasonably necessary to consummate any sale that complies with this Article XII, including executing and delivering agreements, certificates, instruments, and consents as may be deemed necessary or appropriate.

Section XI.4 **Failure to Exercise Option.**

In the case of an option to purchase the Offered Interests of an Offering Member pursuant to Section 12.01, if neither the Company nor the Remaining Members elect to purchase all of the Offered Interests, then the Offering Member may, during the thirty (30) day period following the expiration of the required periods of such option (which period may be extended for a reasonable time not to exceed ninety (90) days), subject to and under this Agreement, Transfer, all of such Offered Membership Interests on terms and conditions no more favorable to such Transferee than those specified in an offer made under or as provided by this Agreement. If the Offering Member does not Transfer the Option Interests within such period, the rights provided hereunder shall be

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deemed to be revived and the Option Interests shall not be offered to any Person unless first re-offered to the Company and the Remaining Members in accordance with this Agreement.

Section XI.5 **No Further Rights or Obligations.**

If a Member's Membership Interests are sold in connection with a voluntary Transfer or Involuntary Transfer, the Member shall cease to be a party to this Agreement and shall have no further rights or obligations hereunder, and this Agreement may be amended or terminated without the Member's consent.

ARTICLE XII
PURCHASE PRICE

Section XII.1 **Stipulated Value.**

As of the date of this Agreement, through the date on which the Company has been Operational for twenty-four consecutive (24) months (the "Initial Period"), the value of the Company shall be determined upon a unanimous consent of the Members on a quarterly basis. After the date on which the Company is Operational (the "Post Period"), the value of the Company shall be determined on the basis of four times (4X) the average net earnings (annual gross revenues of the Company minus annual expenses and minus any annual federal, state, and local income taxes payable by the Company) for the two (2) most recent Fiscal Years. The value of an individual Member's Membership Interest shall be the entire value for the Company as determined under this Section 13.01, multiplied by his ownership percentage. Such value shall remain effective until a new stipulation is agreed to in accordance with Section 13.02 (such per Membership Interest value, as updated from time to time, the "Stipulated Value").

Section XII.2 **Value to be Stipulated Quarterly or Annually.**

In the case of (a) the Initial Period, within thirty (30) days after the end of each fiscal quarter; or (b) the Post Period**,** within thirty (30) days after the end of each Fiscal Year, the Members of record on the last day of such quarter or Fiscal Year, as the case may be, voting in proportion to their respective Membership Interests held as of such day, shall agree upon the Stipulated Value to be computed as of the end of such quarter or Fiscal Year, as the case may be. The Stipulated Value shall be agreed to in writing by such Members holding a majority of the Membership Interests issued and outstanding on such day. In the event a Member of record on such day is no longer a Member at the time of such vote (which shall not be more than thirty (30) days after the end of such quarter or Fiscal Year, as the case may be), the transferee, if any, of such Member's Membership Interests shall vote such Membership Interests with respect to such Stipulated Value; *provided, however*, if the Company has redeemed such Interests, such Membership Interests shall be deemed canceled with respect to such vote. In the event of the death or Disabled of any such Member of record after the last day of such quarter or Fiscal Year, as the case may be, and if such Member's Membership Interests have not yet been transferred or redeemed at the time of such vote, none of the executor, administrator, surviving Spouse, or other legal representative of such deceased or Disabled Member shall be entitled to vote the deceased or Disabled Member's Membership Interests with respect to such Stipulated Value.

Section XII.3 **Purchase Price.**

In the event of a sale or Transfer of Membership Interests pursuant to this Agreement, the purchase price shall be the Stipulated Value multiplied by the number of Membership Interests subject to sale (the "Purchase Price").

Section XII.4 **Failure to Stipulate Does Not Invalidate Agreement.**

The failure of the Members to update the Stipulated Value as provided for herein shall not affect the validity or enforceability of this Agreement.

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Section XII.5 **Termination of Marital Relationship.**

In the event of a purchase of the Spouse's Interest as provided by Article X of this Agreement, the Purchase Price shall be determined by multiplying (a) the Stipulated Value by (b) the number of Membership Interests held by the Member, and by (c) the fraction or percentage that represents the interest of the Spouse in the Member's Interest.

ARTICLE XIV
EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Covered Persons.

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

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in his, her or its capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Massachusetts Act.

Section 14.02 Liabilities and Duties of Covered Persons.

This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

Section 14.03 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Massachusetts Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Massachusetts Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

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

(2) such Covered Person being or acting in connection with the business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

(3) *provided, however*, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and within the scope of such Covered Person's authority conferred on him or it by the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Control of Defense. Upon a Covered Person's discovery of any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 14.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding; *provided*, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 14.03, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the disinterested Members, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 14.03; *provided*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 14.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) Entitlement to Indemnity. The indemnification provided by this Section 14.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 14.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 14.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 14.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in

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writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 14.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 14.03 to the fullest extent permitted by any applicable portion of this Section 14.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 14.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 14.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 14.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 14.04 Survival.

The provisions of this Article XIV shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XV
ACCOUNTING; TAX MATTERS

Section 15.01 Financial Statements.

The Company shall furnish to each Member the following reports:

(a) Annual Financial Statements. As soon as available, and in any event within one hundred and twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company as at the end of each such Fiscal Year and unaudited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal year, all in reasonable detail and all prepared in accordance with GAAP, consistently applied and certified by the principal financial or accounting officer of the Company.

(b) Quarterly Financial Statements. As soon as available, and in any event within 60 days after the end of each quarterly accounting period in each Fiscal Year (other than the last fiscal quarter of the Fiscal Year), unaudited consolidated balance sheets of the Company as at the end of each such fiscal quarter and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for such fiscal quarter and for the current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal quarter, all in reasonable detail and all prepared in accordance with GAAP, consistently, and certified by the principal financial or accounting officer of the Company.

(c) Monthly Financial Statements. As soon as available, and in any event within 30 days after the end of each monthly accounting period in each fiscal quarter (other than the last month of the fiscal quarter), unaudited consolidated balance sheets of the Company as at the end of each such monthly period and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for each such monthly period and for the current Fiscal Year to date, all in reasonable detail and all prepared in accordance with GAAP, consistently applied.

Section 15.02 Inspection Rights.

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Upon reasonable notice from a Member, the Company shall afford such Member and its Representatives access during normal business hours to (i) the Company's properties, offices, and/or facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof or extracts therefrom; and (iii) any Officers, senior employees and accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such Officers, senior employees and accountants (and the Company hereby authorizes such employees and accountants to discuss with such Member and its Representatives such affairs, finances and accounts); *provided* that (x) the requesting Member shall bear its own expenses and all reasonable expenses incurred by the Company in connection with any inspection or examination requested by such Member pursuant to this Section 15.02 and (y) if the Company provides or makes available any report or written analysis for any Member pursuant to this Section 15.02, it shall promptly provide or make available such report or analysis to or for the other Members.

Section 15.03 Income Tax Status.

It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

Section 15.04 Tax Matters Representative.

(a) Appointment; Removal. The Members hereby appoint Oliver Homberg as the "partnership representative" as provided in Code Section 6223(a) (the "Tax Matters Representative"). The Tax Matters Representative may resign at any time. The Tax Matters Representative may be removed at any time by a vote of Members holding a majority of the Membership Interests. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) Tax Examinations and Audits. The Tax Matters Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon the receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) US Federal Tax Proceedings. To the extent permitted by applicable law and regulations, the Tax Matters Representative shall cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the "Revised Partnership Audit Rules") pursuant to Code Section 6221(b). For any year in which applicable law and regulations do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative shall cause the Company to elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

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(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 6.03(b).

(e) Section 754 Election. The Tax Matters Representative will make an election under Code Section 754 if requested in writing by another Member.

(f) Indemnification. The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of the Tax Matters Representative's responsibilities, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct

Section 15.05 Tax Returns.

At the expense of the Company, the Managers (or any Officer that the Managers may designate pursuant to Section 7.06) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Managers or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 15.06 Company Funds.

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

ARTICLE XVI
DISSOLUTION AND LIQUIDATION

Section 16.01 Events of Dissolution.

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) an election to dissolve the Company made by 90% of the Membership Interests;

(b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under the Massachusetts Act.

Section 16.02 Effectiveness of Dissolution.

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Dissolution of the Company shall be effective on the day on which the event described in Section 16.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 16.03 and the Certificate of Organization shall have been cancelled as provided in Section 16.04.

Section 16.03 Liquidation.

If the Company is dissolved pursuant to Section 16.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Massachusetts Act and the following provisions:

(a) Liquidator. At least one (1) of the Managers, or another Person selected by the Managers, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

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

(2) *second*, to the establishment of and additions to reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(3) *third*, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 16.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 16.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon unanimous consent of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 16.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value as determined by the Liquidator in good faith.

Section 16.04 Cancellation of Certificate.

Upon completion of the distribution of the assets of the Company as provided in Section 16.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company

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as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 16.05 Survival of Rights, Duties and Obligations.

Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 10.03.

Section 16.06 Recourse for Claims.

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

ARTICLE XVII
MISCELLANEOUS

Section 17.01 Reserved.

Section 17.02 Expenses.

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

Section 17.02 Further Assurances.

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

Section 17.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company, including, without limitation, use for personal, commercial or

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proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 17.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 17.03 as if a Member; or (vii) to any potential permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 17.03 as if a Member; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 17.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives; *provided*, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 17.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Membership Interests.

Section 17.05 Intellectual Property

(a) The Company recognizes that the Members may own good and valuable patents, trade secrets, trademarks, domain names, and copyrights and other intellectual property rights created by the Members prior to or outside the business of the Company for purposes outside the purpose of the Company ("Member IP") such Member IP shall remain solely the property of those Members respectively. Notwithstanding the foregoing, if the Company wishes to use any Member IP, such use shall be subject to a license by and between such Member and the Company, which License shall be negotiated on, and include only, terms acceptable such Member owning the Member IP

(c) Notwithstanding any other provision of this Agreement, each Member acknowledges and agrees that all ownership rights with respect to patents, trade secrets, trademarks, domain names, and copyrights created by each of them in connection with the purpose of the Company, (collectively, "Company IP") shall be owned by the Company and shall be considered assets of the Company. Such ownership rights of Company IP may be transferred, licensed, or assigned to third parties only upon the approval of a majority of the Membership Interests.

(d) Each Member warrants that any Company IP produced by such Member is not subject to any claim of ownership by any other Member, individually. Each Member further warrants that any rights in Company IP either now held or later acquired by that Member shall not result in any royalty, fee, or credit to the Member's Capital Account as described in Section 3.03 of this Agreement.

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(e) Each Member and Manager shall also have the right, but not the obligation, to contribute his or her individual Member IP, or any derivative thereof, to the Company that he or she may create that is unrelated to the Company's purpose (collectively, "Future Assets"). In such an event, the Member or Manager shall agree unanimously in writing (as a supplement or amendment to this Agreement, the terms of which will be incorporated herein by reference) to the material terms and conditions that will govern the ownership, development, management and commercialization of those Future Assets and the Member's and Manager's individual respective rights, obligations and liabilities with respect thereto, which shall be attached as a Schedule to this Agreement and incorporated herein by reference.

(f) Each Member and Manager acknowledges and agrees that any works that each of them may create in connection with the Company's purpose (individually and/or collectively, the "Works") is/are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101, which comprise Company IP and are owned by the Company. If, for any reason, any of the Works, or any portion of them, do not constitute a "work made for hire," such Member or Manager agrees to irrevocably assign the Works to the Company, in each case without additional consideration, all right, title, and interest throughout the world across all mediums, now known or hereinafter devised, in and to such Company IP. Each Member hereby irrevocably grants and assigns to the Company all rights in the Works free from any restrictions and limitations.

Section 17.06 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17.06):

If to the Company:

H&H CULTIVATION LLC
42-48 Main Street
Holyoke, MA 01040

with a copy to:
Thompson Hine LLP
41 S High Street, 17th Floor
Columbus, OH 43215
Attention: Lindsay Karas Stencel, Esq.

If to a Member or Manager, to such Member's or Manager's respective mailing address as set forth on the Members Schedule or Managers Schedule, as applicable.

Section 17.07 Headings.

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

Section 17.08 Severability.

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If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 14.03(g), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 17.09 Entire Agreement.

This Agreement, together with the Certificate of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 17.10 Successors and Assigns.

Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

Section 17.11 No Third-Party Beneficiaries.

Except as provided in Article XIV, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 17.12 Amendment.

No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule and the Managers Schedule may be made by a Manager in accordance with Section 3.01 and Section 7.05.

Section 17.13 Waiver.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 17.13 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 17.14 Governing Law.

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

Section 17.15 Submission to Jurisdiction.

The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Superior Court of the Commonwealth of Massachusetts), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the Commonwealth of Massachusetts. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 17.06 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 17.17 Equitable Remedies.

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

Section 17.18 Attorneys' Fees.

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

Section 17.19 Remedies Cumulative.

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 14.03 to the contrary.

Section 17.20 Counterparts.

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

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DocuSign Envelope ID: 6C24A7A4-1F40-4F80-A609-8EF4D0BB2216

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above.

The Company:

H&H CULTIVATION LLC

DocuSigned by:
By: _____
5A694A122BEB43D...
Name: Oliver Homberg
Title: Manager

DocuSigned by:
By: _____
DE7B32706D9C4B2...
Name: Yazan Haddad
Title: Manager

Members:

OLIVER HOMBERG

DocuSigned by:
_____
5A694A122BEB43D...

YAZAN HADDAD

DocuSigned by:
_____
DE7B32706D9C4B2...

BLAKE MENSING

DocuSigned by:
Blake M. Mensing
_____
95E41802847F45D...

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EXHIBIT A
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Joinder Agreement") is executed pursuant to the terms of the Limited Liability Company Operating Agreement of H&H CULTIVATION, LLC (the "Company") dated as of February [4], 2021, a copy of which is attached hereto and is incorporated herein by reference (the "Agreement"), by the undersigned. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement. By execution and delivery of this Joinder Agreement, the undersigned agrees as follows:

1. Acknowledgment. The undersigned acknowledges that such Person is acquiring the Membership Interests (as defined in the Agreement) in the Company subject to the terms and conditions of the Agreement.

2. Agreement. The undersigned hereby (a) agrees that the undersigned shall be a Member and shall have the rights, and be subject to the obligations of a Member pursuant to the terms and conditions thereof contained in the Agreement, (b) agrees that all Membership Interests in the Company acquired by the undersigned shall be bound by and subject to the terms of the Agreement, (c) adopts the Agreement and agrees to become a party to, to be bound by, and to comply with the provisions of the Agreement with the same force and effect as if the undersigned were an original signatory to such Agreement, and (d) assumes all of the obligations of the transferring Member.

3. Notice. Any notice required to be provided by the Agreement shall be given to the undersigned at the address listed beside such undersigned's signature below.

4. Governing Law. This Joinder Agreement and the rights of the parties hereto shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Accordingly, the undersigned has executed and delivered this Joinder Agreement this 4th day of February, 2021.

Blake M. Mensing
DocuSigned by: Blake M. Mensing
95E41802847F45D...
[Name]

Address for Notices:

_____

_____

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SCHEDULE A
MEMBERS SCHEDULE

Member Name and Address	**Membership Interest**
Oliver Homberg 662 Tremont Street Boston, MA 02118	49%
Yazan Haddad 238 Columbia Street Cambridge, MA 02139	49%
Blake Mensing 1865 Washington Street Holliston, MA 01746	2%
Total:	100%

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SCHEDULE B
MANAGERS SCHEDULE

Manager Name and Address

Oliver Homberg
662 Tremont Street
Boston, MA 02118

Yazan Haddad
238 Columbia Street
Cambridge, MA 02139

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001465016

The date of filing of the original certificate of organization: 10/14/2020

1.a. Exact name of the limited liability company: H&H CULTIVATION LLC

1.b. The exact name of the limited liability company *as amended*, is: H&H CULTIVATION LLC

2a. Location of its principal office:
No. and Street: 42-48 MAIN STREET
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: YAZAN HADDAD
No. and Street: 238 COLUMBIA STREET
City or Town: CAMBRIDGE State: MA Zip: 02139 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	YAZAN HADDAD	42-48 MAIN STREET HOLYOKE, MA 01040 USA
MANAGER	OLIVER HOMBERG	662 TREMONT ST BOSTON, MA 02118 USA

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

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

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

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

9. Additional matters:

10. State the amendments to the certificate:
WE ARE REMOVING BLAKE MENSING AS A MANAGER.

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

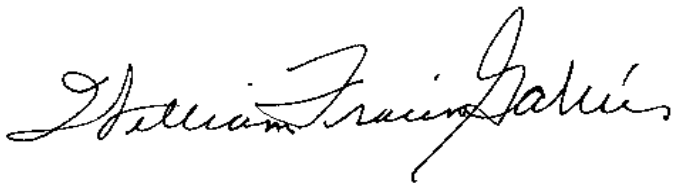
SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of February, 2021,
BLAKE M. MENSING **, Signature of Authorized Signatory.**

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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:

February 08, 2021 11:41 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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Budrisk

72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: H&H CULTIVATION LLC (Cultivation)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. H&H CULTIVATION LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to H&H CULTIVATION LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

H&H Cultivation LLC
d/b/a Terra Vita

42-48 Main Street, Holyoke, MA 01040

Business Plan

February 1, 2021

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I. Executive Summary



Company Name

H&H Cultivation LLC
d/b/a: Terra Vita

Facility Location

42-48 Main Street
Holyoke, MA 01040

Mission Statement

Our mission is to create a holistic brand with a reputation for cultivating high-quality, organic marijuana.

Business Objectives

- Obtain a Tier 2 cultivation license
- Set the industry standard for product quality
- Serve as a model to regulatory authorities
- Develop a trusted/recognizable product

II. Organization Summary

Legal Entity

H&H Cultivation, LLC, d/b/a Terra Vita (hereinafter "H&H") is a Limited Liability corporation (ID #: 001465016) under the laws of the Commonwealth of Massachusetts.

The Company

H&H is a Massachusetts limited liability corporation seeking a Tier 2 cultivation license from the Cannabis Control Commission (hereinafter, the "CCC"), in order to operate a cultivation facility located at 42-48 Main Street, Holyoke, Massachusetts. H&H will utilize a 30,000 sq.ft. space to cultivate organic cannabis that will be sold wholesale to other licensed marijuana establishments throughout Massachusetts.

At H&H, we want our products to be cultivated in a way that mimics nature, which is why we will utilize a living soil cultivation method using organic ingredients and recycled soil. H&H was founded by Oliver Homberg and Yazan Haddad. This team intends to utilize their experience and skill sets to establish a highly-regarded product and brand.

The Team

Oliver Homberg
Founder

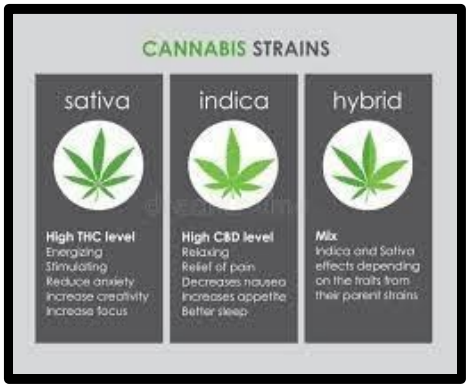
Oliver Homberg, grew up in Mallorca, Spain, developing a passion for the natural world and sustainability at an early age. After his formative years in the Balearics and later Leysin, Switzerland, Oliver attended Northeastern University in Boston where he majored in International Affairs with a focus on Sustainable Development. In his last semester at Northeastern Oliver founded Boston Microgreens (BMG), a hyper-local urban farming business located in the heart of Boston. BMG provides chefs and residents with organic and sustainably grown microgreens and salad mixes. BMG grows over 70 varieties of microgreens and works with many of Boston's best Chefs. BMG has a strong sustainability mission and is 100% powered by renewable energy. Starting in 2018 Oliver and his team at BMG developed a farm management software aimed at helping small farmers all around the world that will be released in 2020 as a SaaS model. His time at BMG helped Oliver deepen his love for indoor farming while developing a thirst for operations, customer relations, product creation and the development of company culture.

Yazan Haddad
Founder

Yazan Haddad grew up in Jordan where he spent weekends at his family farm which ignited his passion for agriculture. After completing his high school education at Cushing Academy in MA, Yazan attended Wentworth Institute of Technology where he majored in Project Management with a focus on Engineering Management. During his senior year Yazan founded Paradise East, a property management company that focused on providing travelers in Boston with unique accommodations while simultaneously helping landlords leverage their properties for higher returns. Today, Yazan works at Particle, an IoT company. He is also pursuing his love of living soil to develop an urban farming business focused on quality and sustainability.

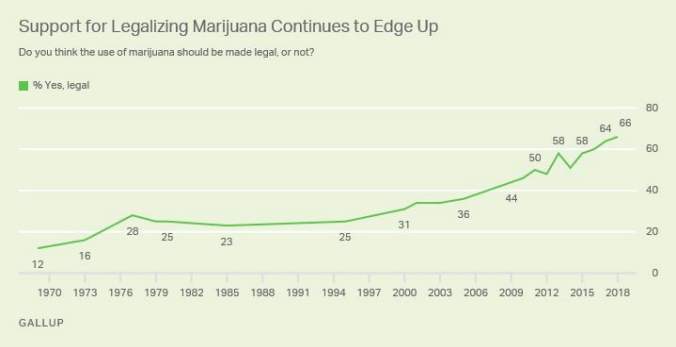
III. Products & Services

At H&H, we will cultivate high-quality, organic marijuana that will be sold wholesale to other licensed marijuana establishments in Massachusetts. H&H will cultivate fifteen (15) different cannabis strains. Harvests will include a roughly one-third mix of Indica, Sativa and Hybrid strains.



IV. Legal Landscape & Market Overview

National Landscape



Public support for legalizing recreational cannabis in the United States has risen steadily from 12% in 1969, to an estimated 66% today. In December of 2020, the U.S. House of Representatives voted to approved legislation that would remove marijuana from the Controlled Substances Act. This legislation would eliminate criminal penalties, generate about $132 billion in tax revenue and create job opportunities for a million people.

In November of 2020, four new states legalized recreational, adult-use of marijuana: Arizona, New Jersey, Montana, and South Dakota, bringing the total to fifteen states and the District of Columbia. In 2016, the legal marijuana industry generated $7.2 billion in revenue and it is estimated that by 2025, the cannabis industry will exceed $24 billion in annual economic activity.

Massachusetts Landscape

In November of 2008, Massachusetts voters passed the Sensible Marijuana Policy Initiative, also known as Question 2, which decriminalized cannabis, reducing possession charges from a

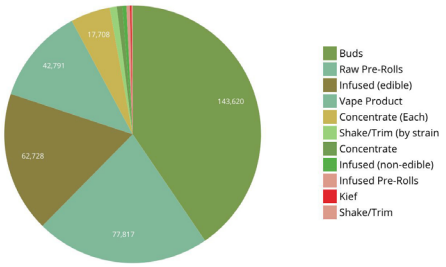
criminal to a civil offense. While Question 2 mitigated the punishment associated with possession of cannabis, selling and cultivation was still deemed a criminal act and those who violated the law faced incarceration.

In 2012, 63% of Massachusetts voters passed the Massachusetts Medical Marijuana Initiative allowing cannabis use and production for medical purposes only. The Massachusetts Department of Public Health ("MDPH") was in charge of overseeing this new field and created the Medical Use of Marijuana Program. Under this program, the MDPH established a centralized registry for patients, doctors, caregivers and dispensaries.

In 2016, Massachusetts residents voted 'yes' on Question 4 making the recreational use of cannabis in the state legal for adults 21 years of age and older. The CCC has issued licenses for cultivation, manufacturing, testing and retail. Since dispensary doors first opened in November of 2020, the gross revenue totals approximately $1.17B.

Massachusetts Market

It is estimated that the average consumer spends approximately $46 per visit to the dispensary. According to data on the CCC website, raw bud and pre-rolls account for more than half of all products sold in the Massachusetts' market and manufactured products like, edibles, concentrates and infused non-edibles account for nearly a quarter of sales.



V. Timeline

Application	4 Mo. Design Phase	9 Mo. Construction Phase	6 mo. cultivation before harvest Start sales Summer2022

VI. Operations Summary

Premises

H&H executed a lease with H&H Realty Group to utilize the premises located at 42-48 Main Street, Holyoke, MA for the purposes of operating a cultivation facility. This

building is properly zoned and compliant with all governing bylaws and regulations. The building will be renovated to operate a 30,000 sq.ft. cannabis cultivation facility.

Design

The cultivation facility will be designed to maximize cannabis output, minimize energy use and optimize profits. Site design will consist of the following:

- Heating and cooling systems
- Water collection systems
- Intelligent lighting systems
- Air filtration and circulation systems
- Evaluation of the preferred irrigation system
- Irrigation system designed in conjunction with a nutrient management system
- Controlled environment management system

Floor Plan

The facility's design will enable cultivators to have full control over grow conditions allowing for the consistent production of quality cannabis. The renovation and build-out of the facility will include:

- Vegetative Growth Rooms
- Flowering Rooms
- Mother Room
- Cloning Room
- Drying Room
- Trimming Rooms
- Packaging Room
- Safe Room
- Administrative Office
- Break Room
- Security Roomy

Production Plan:

H&H will cultivate 15 different strains of marijuana: ⅓ sativa, ⅓ indica and ⅓ hybrid. We anticipate harvesting 250 lbs. of flower every month and approximately 60 lbs of trim.

- Germination/ Rooting Clones: 2 weeks
- Vegetation: 6 weeks
- Flowering: 9-9.5 weeks
- Drying & Curing: 3 weeks

VII. Marketing Strategy

Overview

H&H intends to develop strong personal relationships with other cultivators, manufacturers and retail shop owners operating in the Massachusetts' market. We plan to go door-to-door visiting every dispensary and marijuana establishment in the state, in order to introduce ourselves and our products. H&H plans to market directly at cannabis conferences and other events designed around cannabis, health and wellness.

H&H intends to use social media platforms including, Facebook and Instagram, to market our brand. Any and all marketing will be in compliance with governing rules and regulation, including any digital user codes of conduct.

Marketing Objectives

- Become a preferred and trust cannabis cultivation brand
- Grow brand awareness
- Acquire new customers
- Establish relationships with dispensing and manufacturing organizations

Restrictions

H&H will never market in any way that would:

- Appeal to anyone under the age of 21
- Jeopardize the health, safety and well-being of the general public
- Mislead or deceive

VIII. Organization Structure Summary

Staff Structure

H&H is committed to recruiting and hiring qualified local residents. Our initial staff will be made up of thirty (30) people, consisting of the following positions:

- CEO
- Cultivation Manager
- (3) Cultivation Team Leaders
- (3) Experienced Growers/ (3) Entry Level Growers
- (1) Trim Manager
- (10) Trimmers
- (3) Packagers
- (1) Inventory/Compliance Manager
- (1) Office Admin.
- (2) Wholesalers
- (1) Marketer

Employee Training

Within the first 90 days of employment every new employee will complete the Responsible Vendor Training, required by the CCC. Each employee will also be required to undergo 20 hours of ongoing job training, every year, to ensure they are informed on company and industry protocols and procedures.

H&H will keep detailed records on all employees, including date of hire, dates of training and personal contact information.

Policies Against Discrimination

H&H is an equal opportunity employer and will not discriminate on the bases of race, color, religion, sex, disability, veteran status or national origin.

IX. Community Impact

Community Garden

H&H is passionate about agriculture and believes it to be the backbone of our society. Everyone, including those in more urban areas, deserve the benefits of nutritious, locally produced goods, which is why H&H wants to increase the community's availability to organic and healthy food sources. H&H will partner with urban farming groups in the community, like Nuestras Raices, who share their passion for agriculture and strengthening a community through nature.

Help ADI's:

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, H&H is committing to the following:

1) H&H will provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

2) On an annual basis, H&H will cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

RESTRICTING ACCESS TO AGE 21 OR OLDER

H&H Cultivation LLC ("H&H" or "the Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include "[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old."

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)
The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company's Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company's Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER
As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company's Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.

2. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
    a. A motor vehicle license;
    b. A liquor purchase identification card;
    c. A government-issued identification card;
    d. A government-issued passport; and
    e. A United States-issued military identification card.

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, H&H Cultivation LLC ("H&H" or "the Company") will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.H&H shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by H&H for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to H&H by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). H&H shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

H&H's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All H&H staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. H&H will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

H&H's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All H&H staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), H&H will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by H&H staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to H&H staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a "Quality Control Sample." All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e), Upon providing a quality control sample to H&H staff, H&H will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All H&H staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of H&H.

H&H management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow H&H procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), H&H shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. H&H will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. H&H storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The H&H storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by H&H for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

H&H Cultivation LLC ("H&H" or the "Company") has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. H&H shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), H&H is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that H&H determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. H&H strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or H&Hs.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, H&H has and follows a set of detailed written operating procedures for each location. H&H has developed and will follow a set of such operating procedures for each facility. H&H's operating procedures shall include, but are not necessarily limited to the following:

(a) Security measures in compliance with 935 CMR 500.110;
(b) Employee security policies, including personal safety and crime prevention techniques;
(c) A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
(d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
(e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
(f) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
(g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
(h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
(i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
(j) Alcohol, smoke, and drug-free workplace policies;
(k) A plan describing how confidential information will be maintained;
(l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana

Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction. (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) (n) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of H&H's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of H&H's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by H&H's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. H&H shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID,including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

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

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana

Establishments, Recordkeeping, H&H's personnel records will be available for inspection by the Commission, upon request. H&H's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following H&H personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of H&H's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with H&H and shall include, at a minimum, the following:
    a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. documentation of verification of references;
    c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    d. 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;
    e. documentation of periodic performance evaluations;
    f. a record of any disciplinary action taken; and
    g. notice of completed Responsible Vendor Training Program and in-house training for H&H agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
    a. Code of Ethics;
    b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. H&H understands that in the event that H&H were to close, all records will be kept for at least two years at the expense of H&H and in a form and location acceptable to the Commission.

RECORD KEEPING PROCEDURES

H&H Cultivation LLC ("H&H" or the "Company") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). H&H shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory and transfer records as required by 935 CMR 500.105(8) and seed-to-sale SOR Electronic tracking system records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, including at a minimum the following: code of ethics; and whistle-blower policy, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with H&H, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

H&H will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

H&H will maintain real-time inventory records, including at minimum, an inventory of all marijuana plants, marijuana seeds, and clones in any phase of development, marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and (d). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. H&H will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

H&H will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's ("LME") name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; the name of the LME agent at the destination LME who re-weighted and re-inventoried products, and the vehicle make, model, and license plate number. H&H will maintain records of all manifests.

INCIDENT REPORTS

H&H will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

H&H shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. H&H shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that H&H operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). H&H shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

H&H will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to H&H's security system, H&H will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

H&H will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left

accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at H&H's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

QUALIFICATIONS AND TRAINING

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

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

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

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

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

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

DIVERSITY PLAN

H&H Cultivation LLC ("H&H" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make H&H a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to DataUSA, Holyoke has a population of 40,400 people. The 5 largest ethnic groups in Holyoke are White (Hispanic) 54.1%, White (Non-Hispanic) 41.7%, Black or African american (Non-Hispanic) 3.6% and Asian 2.1%. 50% of the population is Female and 50% are Male.

H&H's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 25% of our staffing needs from people of Latinx background and at least 25% women.

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, twice a year at H&H's Establishment at a date and time determined by H&H management. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out people of Latinx background and women, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics*: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of H&H's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow H&H to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics*: We will strive to achieve at least 25% of our staffing needs from people of Latinx background, and at least 25% women.
- The personnel files shall be evaluated on a semi-annual basis to determine how many employees are of Latinx background or women that occupy positions within the company and that number shall be divided by H&H's total staffing at its facility to determine the percentage achieved.

Is our goal objectively reasonable?

H&H's goal of hiring 25% Latinx and 25% women to compromise our staffing needs at our Establishment is objectively reasonable because of the facts (the demographics listed in the paragraph

above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com.*

H&H acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

H&H will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

H&H acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

MAINTAINING OF FINANCIAL RECORDS

H&H Cultivation LLC ("H&H" or the "Company") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any any persons having direct or indirect control over the marijuana establishment.

Furthermore, H&H will implement the following policies for Recording Sales:

(a) H&H will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
(b) H&H may also utilize a sales recording module approved by the DOR.
(c) H&H will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
(d) H&H will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. H&H will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If H&H determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    i. it will immediately disclose the information to the Commission;
    ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
(e) H&H will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
(f) H&H will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
(g) H&H will allow the Commission and the DOR audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

Following the closure of H&H, all records will be kept for at least two years, at H&H's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). H&H shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

Energy Compliance Plan

H&H Cultivation LLC ("H&H" or the "Company") will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, H&H will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing "smart" thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters
- Installing Photovoltaic panels and solar water heaters
- Increase daylight into work areas
- Minimize night work
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible
- H&H intends to do some cultivation in greenhouses which will help save energy by harnessing the power of the sun.

In the future, any replacements or upgrades of heating/cooling, lighting, plumbing, will include energy efficiency as part of its criteria for evaluation.

H&H will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

H&H acknowledges that if a Provisional License is issued, H&H, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

H&H will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). H&H will engage in either a MassSave audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the energy compliance plan to be drafted by a Massachusetts licensed architect or engineer.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for H&H to optimize its energy usage.

H&H is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.
H&H will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

H&H will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.