



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283492
Original Issued Date: 10/14/2021
Issued Date: 10/14/2021
Expiration Date: 10/14/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Highmark Provisions, LLC

Phone Number: 978-302-8642
Email Address: msg@highmarkprovisions.com

Business Address 1: 18 Colella Farm Road	Business Address 2:
Business City: Hopkinton	Business State: MA
	Business Zip Code: 01748
Mailing Address 1: 18 Colella Farm Road	Mailing Address 2:
Mailing City: Hopkinton	Mailing State: MA
	Mailing Zip Code: 01748

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: 73	Percentage Of Control: 73
Role: Owner / Partner	Other Role:

First Name: Mark	Last Name: Gaunya	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20	Percentage Of Control: 20	
Role: Owner / Partner	Other Role:	
First Name: Grayson	Last Name: Gaunya	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control: 5	
Role: Other (specify)	Other Role: Management/Operational Advisement through role with Farmhaus	
First Name: Mark	Last Name: Vlachos	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

Entity with Direct or Indirect Authority 1

Percentage of Control: 5	Percentage of Ownership: 5		
Entity Legal Name: Farmhaus, LLC	Entity DBA:	DBA City: Milford	
Entity Description: Cannabis Cultivation Consulting and Services			
Foreign Subsidiary Narrative:			
Entity Phone: 774-515-0613	Entity Email: mark@thefarmhaus.org	Entity Website:	
Entity Address 1: 2 Lyndon Road	Entity Address 2: Unit #10		
Entity City: Milford	Entity State: MA	Entity Zip Code: 01757	
Entity Mailing Address 1: 2 Lyndon Road	Entity Mailing Address 2: Unit #10		
Entity Mailing City: Milford	Entity Mailing State: MA	Entity Mailing Zip Code: 01757	

Relationship Description: Farmhaus, LLC is a partner in the business, and is able to exercise authority as detailed in the Highmark Provisions operating agreement.

Farmhaus, LLC will be providing advisement and boots-on-the-ground guidance to Highmark Provisions' management team regarding industry best practices on cannabis cultivation, processing, and manufacturing processes and techniques on an ongoing basis.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Mark	Last Name: Gaunya	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Mark Gaunya is the managing member of Highmark Provisions, LLC and exercises full control over the management, operations, or finances of the Marijuana Establishment.		
Date generated: 11/19/2021		

Close Associates or Member 2

First Name: Mark

Last Name: Vlachos

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mark Vlachos' position in Farmhaus, LLC will entail engaging in advisement and support of operations of Highmark Provisions, LLC.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Mark

Last Name: Gaunya

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$219000 Percentage of Initial Capital: 73

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Grayson

Last Name: Gaunya

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$60000 Percentage of Initial Capital: 20

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Mark

Last Name: Vlachos

Suffix:

Marijuana Establishment Name: Evergreen Strategies, LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Worcester Marijuana Establishment State: MA

Individual 2

First Name: Mark

Last Name: Vlachos

Suffix:

Marijuana Establishment Name: Evergreen Strategies, LLC Business Type: Marijuana Retailer

Marijuana Establishment City: North Adams Marijuana Establishment State: MA

Individual 3

First Name: Mark

Last Name: Vlachos

Suffix:

Marijuana Establishment Name: Evergreen Strategies, LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Belchertown Marijuana Establishment State: MA

Individual 4

First Name: Mark

Last Name: Vlachos

Suffix:

Marijuana Establishment Name: Evergreen Strategies, LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: West Boylston Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 201 Summer Street

Establishment Address 2:

Establishment City: Holliston

Establishment Zip Code: 01746

Approximate square footage of the Establishment: 52000 How many abutters does this property have?: 14

Have all property abutters have 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
Certification of Host Community Agreement	2021.04.03 HMP - HCA Certification Form.pdf	pdf	60a6f17c874c4807a95b1bc6	05/20/2021
Community Outreach Meeting Documentation	2021.05.20 HMP - Community Outreach Meeting Attestation, Clerk Filing Confirmation, and Notice Copy.pdf	pdf	60a6f2ae8b901d07c17f1876	05/20/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6115853b3ae71f37c474266f	08/12/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6115857085b72937d30164a5	08/12/2021
Community Outreach Meeting Documentation	2021.08.07 HMP - Community Outreach Meeting Participant Count.pdf	pdf	611586b2bde213399f811e63	08/12/2021
Plan to Remain Compliant with Local Zoning	2021.08.07 REVISED HMP - Plan to Remain Compliant with Local Zoning.pdf	pdf	611587e8b6c7ee37de4663bf	08/12/2021
Community Outreach Meeting Documentation	Attachment C - Abutter Notice and Meeting Recording on File with Town Documentation.pdf	pdf	6126cf9cab6739076439a62e	08/25/2021

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	2021.08.20 Revised HMP - Plan for Positive Impact.pdf	pdf	6126d0a238fd570794515759	08/25/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Grayson Last Name: Gaunya Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other (specify) Other Role: Advisor/Consultant employed with Farmhaus, LLC

First Name: Mark Last Name: Vlachos Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: Farmhaus, LLC Entity DBA:

Entity Description: Operational Consulting Services

Phone: 774-515-0613 Email: mark@thefarmhaus.org

Primary Business Address 1: 2 Lyndon Road #10 Primary Business Address 2:

Primary Business City: Milford Primary Business State: MA Principal Business Zip Code: 01757

Additional Information: Farmhaus, LLC will be providing advisement and boots-on-the-ground guidance to Highmark Provisions' management team regarding industry best practices on cannabis cultivation, processing, and manufacturing processes and techniques on an ongoing basis.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	2021.05.24 HMP - DOR Certificate of Good Standing.pdf	pdf	60ac0ed75584fe07c3fa53f9	05/24/2021
Secretary of Commonwealth - Certificate of Good Standing	2021.05.07 HMP - Secretary of Commonwealth Certificate of Good Standing.pdf	pdf	60ac0f17d9bd4b07de2b02e8	05/24/2021
Articles of Organization	2020.05.19 HMP - Articles of Organization.pdf	pdf	60ac11d6a57e2e07ed2d3849	05/24/2021
Articles of Organization	2021.05.25 HMP - Certificate of Amendment to Articles of Organization.pdf	pdf	60ae5d3510916d07f8283084	05/26/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 1 of 6.pdf	pdf	60b3a0cb2f000f35f65612e4	05/30/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 2 of 6.pdf	pdf	60b3a0d87f6a51360532a320	05/30/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 3 of 6.pdf	pdf	60b3a0e15f6249360c04fc52	05/30/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 4 of 6.pdf	pdf	60b3a0ea86c10c3617e669ce	05/30/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 5 of 6.pdf	pdf	60b3a0f21c4d833622ce82a4	05/30/2021
Bylaws	2021.05.25 HMP - Operating Agreement, 6 of 6.pdf	pdf	60b3a0ffb6e664362922f38f	05/30/2021

Department of Revenue - Certificate of Good standing	2021.08.07 HMP - Attestation of Ineligibility Department of Unemployment Assistance Certificate of Good Standing.pdf	pdf	6115897e8a09343989a1cd5e	08/12/2021
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No documents uploaded

Massachusetts Business Identification Number: 001438675

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2021.05.25 HMP - Proposed Timeline.pdf	pdf	60ae632207441707ab756ff4	05/26/2021
Plan for Liability Insurance	2021.05.25 HMP Plan to Obtain Liability Insurance.pdf	pdf	60afe7418b901d07c17f310b	05/27/2021
Business Plan	2021.05.25 HMP - Business Plan Overview.pdf	pdf	60b3a2c2b0ce31363c8e0335	05/30/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	2021.05.25 HMP - Inventory and Record Keeping Procedures.pdf	pdf	60ae644d54f2d307a244104e	05/26/2021
Dispensing procedures	2021.05.25 HMP Dispensing Procedures.pdf	pdf	60aea99410916d07f82832f0	05/26/2021
Restricting Access to age 21 and older	2021.05.25 HMP Policy for Restricting Access to Individuals Age 21 and Older.pdf	pdf	60aeac3d29792707e0b7430e	05/26/2021
Prevention of diversion	2021.05.25 HMP Policy for Preventing Diversion.pdf	pdf	60aeac7029792707e0b74312	05/26/2021
Storage of marijuana	2021.05.25 HMP Policy for Storage of Marijuana in Compliance with 935 CMR 500.105 Section 11.pdf	pdf	60aeac84d9bd4b07de2b0ccc	05/26/2021
Transportation of marijuana	2021.05.25 HMP Policies and Procedures for Transportation of Marijuana.pdf	pdf	60aeac94bbf00d07b27245fb	05/26/2021
Quality control and testing	2021.05.25 HMP Procedures for Quality Control and Testing of Product for Potential Contaminants.pdf	pdf	60aeaca283a99307cc747ed7	05/26/2021
Record Keeping procedures	2021.05.25 HMP Record-Keeping Procedures.pdf	pdf	60aeacf85584fe07c3fa5dab	05/26/2021
Maintaining of financial records	2021.05.25 HMP Maintaining of Financial Records.pdf	pdf	60aeae0f8b901d07c17f2cfa	05/26/2021
Security plan	2021.08.07 REVISED HMP - Security Plan.pdf	pdf	61158a1985b72937d30164cd	08/12/2021
Energy Compliance Plan	2021.08.07 REVISED HMP - Energy Compliance.pdf	pdf	61158a911cef2b37e5f4be1c	08/12/2021
Personnel policies including background checks	2021.08.07 REVISED HMP - Personnel Policies.pdf	pdf	61158ac7b6c7ee37de4663cf	08/12/2021
Qualifications and training	2021.08.07 REVISED HMP - Qualifications and	pdf	61158aebc82bfb39cb21adcd	08/12/2021

Training Policies - Qualification and Intended Trainings for Agents.pdf				
Policies and Procedures for cultivating.	2021.08.07 REVISED HMP - Cultivation Plan.pdf	pdf	61158c67f4f37839b1f31713	08/12/2021
Diversity plan	2021.08.27 REVISED HMP - Diversity Plan.pdf	pdf	612bb63738fd570794516aa2	08/29/2021

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

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

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:

HighMark Provisions

2. Name of applicant's authorized representative:

Mark Gaunya

3. Signature of applicant's authorized representative:



4. Name of municipality:

TOWN OF HOLLISTON

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

TRAVIS ADERD

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).*):

ADERD@HOLLISTON-K12.MA.US

8. Host community agreement execution date:

4/3/21

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): 4/27/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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



Name of applicant:

HighMark Provisions LLC

Name of applicant's authorized representative:

Mark Gaunya

Signature of applicant's authorized representative:



HighMark Provisions Community outreach meeting

3 messages

Grayson Gaunya <ggaunya@gmail.com>

Fri, Apr 9, 2021 at 12:17 PM

To: "Ahern, Travis" <ahernt@holliston.k12.ma.us>, shermank@holliston.k12.ma.us, greendalee@holliston.k12.ma.us

Cc: MSG <msg@borislow.com>, Mark Vlachos <markvlachos@gmail.com>

Good Afternoon Everyone,

We hope this email finds you well and you are enjoying this beautiful spring weather we are having!

For those on this email who may not know me, my name is Grayson Gaunya and I am the Co-Founder of HighMark Provisions LLC. We are a Cannabis Cultivation business in pursuit of a Host Community agreement with the wonderful town of Holliston.

As you may or may not be aware, HighMark executives recently had the opportunity to speak with the town selectboard on March 15th and were unanimously given permission to move forward with Host Community Agreement negotiations.

While we continue to move forward, another step in this process is to hold a virtual outreach meeting and to notify all residents of Holliston through a community outreach notice 14 days prior to our online meeting. Fortunately we have been granted permission to use the Holliston reporter for our outreach announcement.

Below, I have attached the outreach notice which will appear on the front page of the Holliston Reporter in the next few days. The meeting itself is set for April 27th at 6pm.

Please confirm receipt of this email/announcement at your earliest convenience, we hope to "see" you all there virtually 😊☐.

Thanks for your time and have a fantastic weekend.

Best regards,

Grayson Gaunya
HighMark Provisions

****OUTREACH NOTICE APRIL 27T.docx**

138K

Greendale, Elizabeth <greendalee@holliston.k12.ma.us>

Fri, Apr 9, 2021 at 12:25 PM

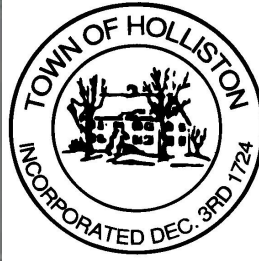
To: Grayson Gaunya <ggaunya@gmail.com>

Cc: "Ahern, Travis" <ahernt@holliston.k12.ma.us>, Karen Sherman <shermank@holliston.k12.ma.us>, MSG <msg@borislow.com>, Mark Vlachos <markvlachos@gmail.com>

Received, and will post your notice on the Town's bulletin board

Elizabeth Turner Greendale, CMC/CMMC

Town Clerk
Justice of the Peace
Notary Public
[703 Washington Street](#)
[Holliston, MA 01746](#)
508-429-0601
Fax 508-429-0642
greendalee@holliston.k12.ma.us



[Quoted text hidden]

Grayson Gaunya <ggaunya@gmail.com>
To: anaisangelmerian@gmail.com

Mon, Apr 12, 2021 at 11:19 AM

[Quoted text hidden]



****OUTREACH NOTICE APRIL 27T.docx**
138K



To Whom It May Concern:

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Cultivation Establishment is scheduled for Tuesday, April 27th, 2021. The meeting will begin at 6:00 PM and will include discussion about the proposed use in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 et seq.

The Virtual Community Outreach Meeting will be available at the following zoom link and phone number:

Date: April 27th, 2021

Time: 6:00 PM

Link:

<https://zoom.us/j/5708782887?pwd=Y2tLOGVCdU40S29LR0NuZ3cybVlzUT09>

Phone: +1 301 715 8592 US

Meeting ID: 570 878 2887

Password: highmark

The proposed Adult Use Marijuana Cultivation Establishment for HighMark Provisions LLC is anticipated to be located at 201 Summer Street, Holliston, MA 01746. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance of the April 27th meeting to info@highmarkprovisions.com. Responses to these questions will be provided at the meeting.

A copy of this notice has been published in the Holliston Reporter at least fourteen (14) calendar days prior to the meeting as well as filed with the appropriate municipal entities, including the Town Clerk. This notice was also certified mailed at least seven (7) calendar days prior to the meeting to all abutters within 300 feet of the property line of the petitioner.

HighMark Provisions Community Outreach Notice

April 12, 2021 / Press Release / 1 Comment



Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Cultivation Establishment is scheduled for Tuesday, April 27th, 2021. The meeting will begin at 6:00 PM and will include discussion about the proposed use in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 et seq.

The Virtual Community Outreach Meeting will be available at the following zoom link and phone number:

Date: April 27th, 2021

Time: 6:00 PM

Link: <https://zoom.us/j/5708782887?pwd=Y2tLOGVCdU4oS29LR0NuZ3cybVlzUT09>

Phone: +1 301 715 8592 US; Meeting ID: 570 878 2887; Password: highmark

Updated April 25, 2021: To view the Presentation Slide Deck, click here ->https://drive.google.com/file/d/1pZ-9_44ftzTW1Bnu_Tfkjx1WYEWLYc29/view?usp=sharing

The proposed Adult Use Marijuana **Cultivation** (Updated text from HighMark) Establishment for HighMark Provisions LLC is anticipated to be located at 201 Summer Street, Holliston, MA 01746. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance of the April 27th meeting to info@highmarkprovisions.com. Responses to these questions will be provided at the meeting.

A copy of this notice has been published in the *Holliston Reporter* at least fourteen (14) calendar days prior to the meeting as well as filed with the appropriate municipal entities, including the Town Clerk. This notice was also certified mailed at least seven (7) calendar days prior to the meeting to all abutters within 300 feet of the property line of the petitioner.

Item #6: Notice to Town Clerk



Grayson Gaunya <ggaunya@gmail.com>
to Travis, shermank, greendalee, MSG, Mark ▾

Fri, Apr 9, 12:17 PM ☆ ↩ ⋮

Good Afternoon Everyone,

We hope this email finds you well and you are enjoying this beautiful spring weather we are having!

For those on this email who may not know me, my name is Grayson Gaunya and I am the Co-Founder of HighMark Provisions LLC. We are a Cannabis Cultivation business in pursuit of a Host Community agreement with the wonderful town of Holliston.

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Please confirm receipt of this email/announcement at your earliest convenience, we hope to "see" you all there virtually 😊.

Thanks for your time and have a fantastic weekend.

Best regards,

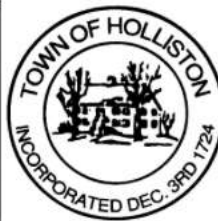
Grayson Gaunya
HighMark Provisions



Greendale, Elizabeth <greendalee@holliston.k12.ma.us>
to me, Travis, Karen, MSG, Mark ▾

Received, and will post your notice on the Town's bulletin board

Elizabeth Turner **Greendale**, CMC/CMMC
Town Clerk
Justice of the Peace
Notary Public
703 Washington Street
Holliston, MA 01746
508-429-0601
Fax 508-429-0642
greendalee@holliston.k12.ma.us



...

Highmark Provisions – Community Outreach Meeting Details

Date of Community Outreach Meeting: 4/27/2021

of Participants: 5

Recording sent to licensing@cccmass.com by gmg@highmarkprovisions.com, to the attention of **Anne**.

Highmark Provisions

Plan to Remain Compliant with Local Zoning

Highmark Provisions, LLC (HMP) plans to remain compliant with the Local Zoning laws of the Town of Holliston and will:

- a) adhere to all relevant provisions of the Zoning Bylaw of the Town of Holliston in their most recent iteration as pertain to Recreational Marijuana Establishments
- b) comply with all local rules/codes, regulations, ordinances, and bylaws;
- c) adhere to the provisions of Massachusetts General Law Chapter 94G;
- d) contain all marijuana establishments within a building or structure;
- e) conduct hours of operation that are within the limits set by the special permit granting authority of the Town of Holliston;
- f) keep boundaries of the marijuana establishment more than 500 feet of the property boundary line of any lot in use as a public or private pre-school, primary or secondary school, licensed day-care center, church, library, park, playground or other marijuana establishments. Distance shall be measured in a straight line from property boundary line to property boundary line;
- g) not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van or truck;
- h) be located within a permanent building and may not be located in a trailer, cargo container, motor vehicle or other similar nonpermanent enclosures. Marijuana establishments shall not have drive-through service;
- i) have no outside storage of marijuana, related supplies or promotional materials is permitted;
- j) ventilate the marijuana establishment in such a manner that no: (a) pesticides, insecticides, or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere. (b) odor from marijuana can be detected by a person with a normal sense of smell at the exterior of the marijuana establishment or at any adjoining use or property;
- k) obtain a special permit from the Planning Board in accordance with MGL Ch. 40A, Sec 9 and all applicable sections of the Zoning Bylaw of the Town of Holliston as pertain to Recreational Marijuana Establishments
- l) meet all dimensional, parking, landscaping, and signage requirements of the Zoning Bylaw of the Town of Holliston
- m) provide the town with the names, address, phone number, and email addresses of all management, staff, and key holders of the marijuana establishment, including a minimum of two (2) operators or managers which the facility identifies as contact persons to whom one can provide notice of operating problems associated with the marijuana establishment;
- n) provide to the Town of Holliston copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the marijuana establishment, including the Cannabis Control Commission;

- o) provide to the Town of Holliston evidence of the applicant's right to use the site for the establishment, such as a purchase and sale agreement, deed, owner's authorization, or lease;
- p) provide to the Town of Holliston details showing all proposed security measures for the marijuana establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of persons and to protect the premises from criminal activity.
- q) design the establishment to minimize any adverse impacts on abutters and other parties in interest, as defined in MGL Ch. 40A, Sec 11;
- r) meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state laws and regulations;
- s) remove all material, plants, equipment and other paraphernalia within six months of ceasing operations.

At this time, HMP has an executed Host Community Agreement with the town of Holliston, is in the process of preparing to submit its application to receive site plan approval and special permit from the municipality to meet the requirements of both site plan approval and special permit in order to operate a marijuana cultivation facility.

On an annual basis from the date of initial granting of a special permit by the municipality, or as otherwise required by the town of Holliston, HMP will conduct a review of all local ordinances relevant to the business use to ensure ongoing compliance with local ordinances and submit an application for renewal of the special permit granted by the town as required by its bylaws.



HOPKINTON
5 CEDAR ST
HOPKINTON, MA 01748-9998
(800)275-8777

04/13/2021

12:06 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Holliston, MA 01746			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date Fri 04/16/2021			
Certified Mail®			\$3.60
Tracking #: 70200090000030326190			
Total			\$4.15
First-Class Mail® Letter	1		\$0.55
Holliston, MA 01746			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date Fri 04/16/2021			
Certified Mail®			\$3.60
Tracking #: 70200090000030326206			
Total			\$4.15
First-Class Mail® Letter	1		\$0.55
Holliston, MA 01746			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date Fri 04/16/2021			
Certified Mail®			\$3.60
Tracking #: 70200090000030326091			
Total			\$4.15
First-Class Mail® Letter	1		\$0.55
Medfield, MA 02052			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date Fri 04/16/2021			
Certified Mail®			\$3.60
Tracking #: 70200090000030326138			
Total			\$4.15
First-Class Mail® Letter	1		\$0.55
Medfield, MA 02052			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date Fri 04/16/2021			
Certified Mail®			\$3.60
Tracking #: 70200090000030326077			

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Carver, MA 02330		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326084		

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Medfield, MA 02052		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326169		

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Carver, MA 02330		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326107		

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Holliston, MA 01746		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326176		

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Boston, MA 02110		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326121		

Total		\$4.15
First-Class Mail® Letter	1	\$0.55
Holliston, MA 01746		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date Fri 04/16/2021		
Certified Mail®		\$3.60
Tracking #: 70200090000030326183		

First-Class Mail® 1 \$0.55
Letter

Holliston, MA 01746

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 04/16/2021

Certified Mail® \$3.60

Tracking #:

70200090000030326183

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Holliston, MA 01746

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 04/16/2021

Certified Mail® \$3.60

Tracking #:

70200090000030326145

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Framingham, MA 01701

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 04/16/2021

Certified Mail® \$3.60

Tracking #:

70200090000030326152

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Carver, MA 02330

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 04/16/2021

Certified Mail® \$3.60

Tracking #:

70200090000030326114

Total \$4.15

Grand Total: \$58.10

Debit Card Remitted \$58.10

Card Name: VISA

Account #: XXXXXXXXXXXX1387

Approval #: 170668

Transaction #: 876

Receipt #: 033531

Debit Card Purchase: \$58.10

ATM: A0000000980840

Chip

Highmark Provisions, LLC – 201 Summer Street - Abutters List (Names Redacted)

[REDACTED]
39 MAPLE LN
MEDFIELD MA 02052-

[REDACTED]
100 OLIVER STREET SUITE 1840
BOSTON MA 02110-

[REDACTED]
P.O. BOX 6538
HOLLISTON MA 01746-

[REDACTED]
NEW HOPPING BROOK REALTY TRUST
PO BOX 952
CARVER MA 02330-0952

[REDACTED]
PO BOX 654
MEDFIELD MA 02052-

[REDACTED]
81 WEDGEWOOD DR
HOLLISTON MA 01746-

[REDACTED]
101 SUMMER ST
HOLLISTON MA 01746-

[REDACTED]
82 WEDGEWOOD RD
HOLLISTON MA 01746-

[REDACTED]
101 SUMMER ST
HOLLISTON MA 01746-

[REDACTED]
PO BOX 952
CARVER MA 02330-0952

[REDACTED]
PO BOX 647
FRAMINGHAM MA 01701-

[REDACTED]
73 WEDGEWOOD DR
HOLLISTON MA 01746-

[REDACTED]
PO BOX 952
CARVER MA 02330-0952

[REDACTED]
PO BOX 654
MEDFIELD MA 02052-

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KAREN R
73 WEDGEWOOD DR
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BOSTON MA 02110-

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CARVER MA 02330-0952

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82 WEDGEWOOD RD
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HOPKINTON MA

APR 13 2021

USPS 01748-9996

Item 8: Sent HCA Recording Proof

-Please email recording to licensing@cccmass.com due to size of file



Grayson Gaunya

to Mark, Travis, mjb

9:39 AM (3 minutes ago)



Good morning Travis,

Happy Saturday!

Great news, we have just heard from the cannabis control commission regarding our application and I am following up with you to confirm that we satisfy one of their last requirements on our application. One of those requirements is to **"submit a recording of the Host community meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host communities discretion."**

It is my understanding that our meeting materials are still available on the Holliston reporter and that the town already has a recording, just in case; below I have attached the recording of our Host community outreach meeting from April 27th as a zip file that you may choose to re-broadcast if/whenever you'd like!

Per the CCC instructions, please confirm receipt of this recording whenever you get the chance.

Thanks very much and I hope you enjoy the rest of your weekend.

Best Regards,

Grayson Gaunya

HighMark Provisions

 [zoom_0.mp4.zip](#)

PLAN FOR POSITIVE IMPACT

Highmark Provisions, LLC

While not located in one of the 29 communities designated as “areas of disproportionate impact” by the Cannabis Control Commission (CCC), Highmark Provisions (HMP) fully recognizes that cannabis prohibition has had a disproportionately negative impact on specific communities and is dedicated to taking steps to rectify this through initiatives centered around business mentorship and management training programs.

HMP acknowledges that any actions taken, or programs instituted, will not violate the CCC’s regulations with respect to limitations on ownership or control or other applicable state laws.

Additionally, HMP will adhere to the requirements set forth in 935 CMR 500.105(4) regarding permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments when engaging in the various initiatives outlined below.

1. Program Target Communities

- Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the CCC and identified in its *“Guidance for Identifying Areas of Disproportionate Impact”* – specifically, the geographical areas of Worcester, Mansfield, and Spencer, which have been explicitly identified by the CCC as geographical areas of disproportionate impact
- State-designated Economic Empowerment priority applicants
- State-designated Social Equity Program participants
- Massachusetts residents who have past drug convictions
- Massachusetts residents with parents or spouses who have drug convictions

2. Program Goals

- Beginning in Year 1 after commencement of cultivation/manufacturing operations, HMP will:
 - Host an annual workshop centered around professional development and networking for current or potential cannabis entrepreneurs from the program’s target communities.
 - Select and onboard 1-2 individuals into the HMP Management Mentorship Program on an annual basis.
- By Year 5 after commencement of cultivation/manufacturing operations, HMP will have:
 - Increased workshop frequency to occur on a quarterly basis, at minimum.
 - Expanded the number of positions in the HMP Management Mentorship Program

from 1-2 individuals to 4-6 individuals on an annual basis.

- Offer a mentorship program specifically for individuals meeting the requirements of our Program Target Communities as outlined above, that allows participants to engage HMP for direct, hands-on management training for program participants utilizing HMP's management staff and cultivation and manufacturing facility.

3. Program Details

Professional Development Workshops

Providing opportunities for individuals from communities disproportionately affected by cannabis prohibition to network and connect with potential business partners and investors as well as having a venue for discussion around insights and recommendations from existing operators in the cannabis space. HMP believes this is an extremely important facet of ensuring equal footing for new operators in the cannabis space given the difficulties so often encountered by potential cannabis entrepreneurs when seeking capital investment or navigating the numerous pitfalls that beset new operators in the cannabis space when initially starting up their business.

HMP intends to host these workshops (either in-person or virtually) on a variety of topics, including but not limited to:

- Building Business Plans and Financial Projections
- CCC Application and Licensing Process Navigation
- Cannabis Investment – Finding Investors, Legal Structure for Investment, Red Flags/Green Flags
- Cultivation and Manufacturing Facility Design and Cost Considerations
- Wholesale and Marketing Strategies and Brand Considerations

These workshops will include not only members of the HMP team, but also key industry leaders and experts in the specific workshop topic that have direct experience in the Massachusetts adult-use cannabis space.

It is expected that attendance at these workshops will vary by year, but it is our expectation to see at least 15-20 attendees for workshops conducted within the first year, with intent to grow that number on a per-workshop basis by at least 5-10 attendees for each subsequent year.

These workshops will be held at local venues with adequate space in areas most convenient for residents of the targeted geographic areas of disproportionate impact, such as the Hilton Garden Inn, in Worcester, MA. HMP will make determinations based on feedback from initial workshops conducted regarding specific venue locations and type to ensure workshops are held in venues that best accommodate the proximity and quantity of expected attendants.

All workshops will be advertised, for at least 6 weeks prior to the date of occurrence, on the HMP website as well as in advertisements in local newspapers including The Spencer New Leader and Telegram & Gazette (Worcester), so long as it is determined that both news outlets' readership/viewership meet the requirements for Marijuana Establishment permitted and prohibited advertising as outlined in 935 CMR 500.105(4).

Mentorship Program

In addition to its scheduled workshops, HMP will also have a Mentorship Program specifically for individuals meeting the requirements of our Program Target Communities as detailed above. This Mentorship Program will be centered around providing direct, hands-on experience for potential cannabis entrepreneurs in the specificities of day-to-day management of a cannabis operation in Massachusetts.

Candidates will be selected through an application process that verifies they meet the requirement of belonging to one of our Program Targeted Communities, with the application process opening within 6 months after commencement of operations in Year 1. The selected candidate(s) will then participate in an ongoing 3-6 month Mentorship Program that assigns them to work directly with HMP management and process stakeholders in the candidate's desired business unit (e.g. cultivation, product manufacturing, wholesale sales, marketing, etc.) – this program is scheduled around the specific candidate, and will generally consist of 10-30 hours per week of in-person/remote work and participation. Participants in the program will receive a stipend commensurate with the hours and processes in which they are involved to ensure that participants in the program are not put in a position of undue financial stress through participating in this program.

With their assigned HMP Mentor(s), candidates will gain firsthand experience and process knowledge working in an operating cannabis business at every level, from boots-on-the-ground employees to management and executive staff involved in their desired business scope, as well as making invaluable business connections outside of HMP with vendors across a myriad of categories including hardgoods supply, finance, marketing, investment and capital, retail, etc.

4. MEASUREMENTS

On an annual basis, once every 12 months following the initial roll-out of its first Professional Development Workshop or Mentorship Program, a comprehensive evaluation of HMP's Positive Impact Programs will be conducted for the purpose of measuring HMP's progress in achieving the goals outlined in this Positive Impact Plan. This will be a written evaluation process, records of which will be available to the CCC during HMP's license renewal process for review.

Professional Development Workshop Metrics

Each workshop conducted will include a participant survey for use during HMP's annual evaluation process. The surveyed metrics for reporting and benchmark purposes will include:

- A. Number of workshops held on an annual/quarterly basis;
- B. Survey data regarding number and percentage of attendants that reside in/previously resided in geographies identified as being areas of disproportionate impact
- C. Survey data regarding number and percentage of attendants that have prior drug convictions or whose parent(s) or spouse(s) have prior drug convictions

Mentorship Program Metrics

HMP will track and record a number of metrics for use in evaluating the progress and success of its Mentorship Program as well as to identify potential areas of improvement – these metrics will include:

- A. Number of applicants and relevant demographic data
- B. Number of selected participants and relevant demographic data
- C. Projects and business units each selected participant was involved in and corresponding time
- D. Participant's status in the program (e.g. selected, current participant, completed)
- E. Progress of current participants who are in the program at the time of evaluation

- F. Subsequent employment/business ventures/etc. currently being undertaken by past participants

5. PROGRAM PROGRESS ANALYSIS

Upon application for renewal of its license from the CCC, which occurs one year from Provisional Licensure by the CCC (and each year thereafter), HMP will provide documentation of all progress or success of the goals of this program. This will include relevant data as collected and evaluated under Section 4 - "Measurements" above.



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

mass.gov/dor

Letter ID: L0561680192
Notice Date: May 24, 2021
Case ID: 0-001-175-491



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGHMARK PROVISIONS LLC
18 COLELLA FARM RD # 18
HOPKINTON MA 01748-2438

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HIGHMARK PROVISIONS 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?

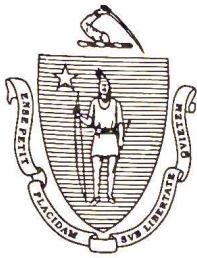
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

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

May 7, 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

HIGHMARK PROVISIONS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 19, 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:
GRAYSON MARK GAUNYA, MARK S GAUNYA, MARK VLACHOS, JULES J D'ALESSANDRO

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GRAYSON MARK GAUNYA, MARK S GAUNYA, MARK VLACHOS, JULES J D'ALESSANDRO**

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





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001438675

1. The exact name of the limited liability company is: HIGHMARK PROVISIONS, LLC

2a. Location of its principal office:

No. and Street: 18 COLELLA FARM ROAD
 City or Town: HOPKINTON State: MA Zip: 01748 Country: USA

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

No. and Street: 18 COLELLA FARM ROAD
 City or Town: HOPKINTON State: MA Zip: 01748 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GRAYSON GAUNYA
 No. and Street: 18 COLELLA FARM ROAD
 City or Town: HOPKINTON State: MA Zip: 01748 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARK VLACHOS	13 COMMERCIAL WAY MILFORD, MA 01757 USA
MANAGER	JULES J D'ALESSANDRO	1000 SMITH STREET PROVIDENCE, RI 02908 USA
MANAGER	GRAYSON MARK GAUNYA	18 COLELLA FARM ROAD HOPKINTON, MA 01748 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:

SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of May, 2020,
JULES J. D'ALESSANDRO
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

May 19, 2020 03:28 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001438675

The date of filing of the original certificate of organization: 5/19/2020

1.a. Exact name of the limited liability company: HIGHMARK PROVISIONS, LLC

1.b. The exact name of the limited liability company *as amended*, is: HIGHMARK PROVISIONS, LLC

2a. Location of its principal office:

No. and Street: 18 COLELLA FARM ROAD
 City or Town: HOPKINTON State: MA Zip: 01748 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: GRAYSON GAUNYA
 No. and Street: 18 COLELLA FARM ROAD
 City or Town: HOPKINTON State: MA Zip: 01748 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	MARK S GAUNYA	18 COLELLA FARM ROAD HOPKINTON, MA 01748 USA
MANAGER	JULES J D'ALESSANDRO	1000 SMITH STREET PROVIDENCE, RI 02908 USA
MANAGER	GRAYSON MARK GAUNYA	18 COLELLA FARM ROAD HOPKINTON, MA 01748 USA
MANAGER	FARMHAUS LLC	2 LYNDON ROAD, UNIT #10 MILFORD, MA 01757 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
SOC SIGNATORY	MARK S GAUNYA	18 COLELLA FARM RD

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARK S GAUNYA	18 COLELLA FARM RD HOPKINTON, MA 01748 US

9. Additional matters:

10. State the amendments to the certificate:

CHANGE OF MEMBER

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

**SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of May, 2021,
MARK S. GAUNYA , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

May 25, 2021 01:50 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

THE MEMBERSHIP INTERESTS AND UNITS DESCRIBED IN AND/OR REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER SECURITIES LAW OF ANY JURISDICTION. SUCH MEMBERSHIP INTERESTS AND UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN. THE MEMBERSHIP INTERESTS AND UNITS DESCRIBED BY THIS LIMITED LIABILITY COMPANY AGREEMENT ARE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SET FORTH IN THIS AGREEMENT.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
HIGHMARK PROVISIONS LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY

dated as of

April 26, 2021

**LIMITED LIABILITY COMPANY AGREEMENT
OF
HIGHMARK PROVISIONS LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY**

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into as of **May 19, 2020** (the “**Effective Date**”), by and among those parties whose names are set forth on the signature pages hereto, and any other parties who from time to time may execute the Limited Liability Company Agreement Joinder attached hereto as Exhibit A (the “**Joinder**”).

RECITALS

WHEREAS, on May 19, 2020 the Certificate of Organization of Highmark Provisions, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (“**Company**”), were filed with the Massachusetts Secretary of the Commonwealth.

WHEREAS, the parties desire to operate Company as a limited liability company under the Act (as defined below) as set forth in this Agreement to provide for the management of the business and the affairs of Company, the allocation of profits and losses, the distribution of cash of Company among the Members (as defined below), the rights, obligations and interests of the Members to each other and to Company, and certain other matters.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE II
DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement. In referring to sections or provisions of the Code or Regulations, it is intended that the terms “partner” and “partnership” (or variations thereof) appearing therein shall be read, respectively, as Member or Company (or variations thereof).

2.1 “**Act**” means the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts Code, Sections XXII *et seq.*, as the same may be amended from time to time.

2.2 “**Additional Units**” means any new Equity Interests or securities convertible into Equity Interests issued by Company other than: (i) Incentive Units issued in compliance with the applicable Incentive Plan and the terms of this Agreement; (ii) Equity Interests issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions in the ordinary course of business, each of which has a primary business purpose other than raising capital and each of which has been approved by Manager; (iii) Equity Interests issued or issuable as a result of any split, recombination or other similar transaction that does not alter the proportion or seniority of the rights and preferences of the Units held by each Member relative to the others; or (iv) Equity Interests deemed not to be Additional Units by the affirmative vote or written consent of Manager.

2.3 “**Adjusted Capital Account Deficit**” means, with respect to any Person, the deficit balance, if any, in such Person’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts that such Person is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the next to

the last sentence of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations after taking into account any changes during such year in Company Minimum Gain and Member Nonrecourse Debt Minimum Gain; and

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

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

2.4 “**Affiliate**” means with respect to a specified Person, any Person that directly or indirectly through one or more intermediaries, alone or through an affiliated group, controls, is controlled by, or is under common control with, such specified Person.

2.5 “**Agreement**” means this amended and restated limited liability company agreement, as originally executed and as amended from time to time.

2.6 “**Allocated Portion**” of a Member, with respect to any Offered Units to be Transferred pursuant to Article VIII, means the portion of such Offered Units that such Member is entitled to purchase or sell, as applicable, stated as a percentage, the numerator of which shall be the number of Units (including all Units issuable upon the exercise of any outstanding warrants or options) of which such Member is deemed to be a holder as of the applicable date, and the denominator of which shall be the aggregate number of Units (including all Units issuable upon the exercise of any outstanding warrants or options) held by all Members as of the applicable date; provided that the Class E Units shall be excluded from both the numerator and the denominator with respect to the calculation of the Allocated Portion.

2.7 “**Available Cash**” means the amount of cash held by Company, less: (i) all current liabilities of Company; and (ii) reasonable working capital and other amounts that Manager deems advisable or necessary for the operation of the business of Company, including amounts that Manager deems advisable or necessary to place into reserves for (a) customary and usual claims and costs, (b) contingent liabilities, and (c) anticipated expenditures. Unless otherwise determined by Manager, Available Cash shall not include amounts raised through financing transactions.

2.8 “**Award Agreement**” has the meaning ascribed thereto in Section 3.5.

2.9 “**Business**” means the business of cannabis cultivation, manufacturing and retail sales and any other products as determined by Manager in its sole discretion from time to time.

2.10 “**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed.

2.11 “**Capital Account**” means, in respect of any Member, the capital account that Company establishes and maintains for such Member pursuant to Section 3.1.

2.12 “**Capital Contribution**” means a cash contribution to the capital of Company with respect to a Member’s Membership Interest; provided that, if approved by Manager, such contribution may be in the form of property valued at the Gross Asset Value of such approved property contributed or deemed contributed to the capital of Company with respect to a Member’s Membership Interest (net of liabilities secured by such contributed property that Company is considered to assume or take “subject to” under Code Section 752). A Capital Contribution shall not be considered a loan to Company.

2.13 “**Certificate of Organization**” means the Certificate of Organization of Company filed pursuant to Section 2.1.

- 2.14 “**Class A Member**” means a Founding Member holding Class A Units.
- 2.15 “**Class A Unit**” means an interest in Company designated as a Class A Unit, which Class A Unit shall have the rights, preferences and privileges as set forth herein with respect thereto.
- 2.16 “**Class I Member**” means an Investment Member holding Class I Units.
- 2.17 “**Class I Unit**” means an interest in Company designated as a Class I Unit, which Class I Unit shall have the rights, preferences and privileges as set forth herein with respect thereto.
- 2.18 “**Class E Member**” means an Employee or Profits Interest Member holding Class E Units.
- 2.19 “**Class E Unit**” means an interest in Company designated as a Class E Unit, which Class E Unit shall have the rights, preferences and privileges as set forth herein with respect thereto.
- 2.20 “**Code**” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.
- 2.21 “**Company**” means Highmark Provisions, LLC, a Massachusetts limited liability company.
- 2.22 “**Company Minimum Gain**” has the meaning ascribed to the term “partnership minimum gain” in the Regulations Section 1.704-2(b)(2) and Regulations Section 1.704-2(d).
- 2.23 “**Company Right of First Refusal Option**” has the meaning ascribed thereto in Section 8.5(b).
- 2.24 “**Company Right of First Refusal Option Period**” has the meaning ascribed thereto in Section 8.5(b).
- 2.25 “**Company Right of First Refusal Notice**” has the meaning ascribed thereto in Section 8.5(a).
- 2.26 “**Competitor**” means any Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in the development, manufacture or sale of products in the cannabis industry.
- 2.27 “**Controls,**” “**Control,**” “**Controlling,**” whether or not capitalized, means the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person through ownership of voting securities, contract or otherwise.
- 2.28 “**Deadline**” has the meaning ascribed thereto in Section 3.6.
- 2.29 “**Depreciation**” means an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that: (i) if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager in good faith; and (ii) for any asset with respect to which Company uses the “remedial allocation method” under Regulations Section 1.704-3(d), Depreciation shall be determined in accordance with Regulations Section 1.704-3(d)(2).
- 2.30 “**Designee**” has the meaning ascribed thereto in Section 9.3.

2.31 “**Drag-Along Group**” has the meaning ascribed thereto in Section 8.7(a).

2.32 “**Drag-Along Transaction**” has the meaning ascribed thereto in Section 8.7(a).

2.33 “**Economic Interest**” means a Person’s right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, Company, but does not include any other rights of a Member, including the right to vote, participate in the management of Company, or the right to information concerning the business and affairs of Company.

2.34 “**Economic Risk of Loss**” shall have the meaning specified in Regulations Section 1.752-2.

2.35 “**Effective Date**” has the meaning ascribed thereto in the preamble to this Agreement.

2.36 “**Election Period**” has the meaning ascribed thereto in Section 3.6.

2.37 “**Equity Interests**” means all shares of capital stock, partnership interests (whether general or limited), limited liability company membership interests, beneficial interests in a trust and any other interest or participation that confers on a Person the right to receive a share of profits or losses, or distributions of assets, of an issuing Person, including any debt securities convertible into such Equity Interests.

2.38 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and all guidance promulgated thereunder.

2.39 “**Excluded Proceeding**” has the meaning ascribed thereto in Section 10.2.

2.40 “**Fiscal Year**” means Company’s fiscal year, which shall be the calendar year (except as otherwise required by law) or any portion of such period for which Company is required to allocate Net Profits, Net Losses or other items of Company income, gain, loss or deductions pursuant hereto.

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

(a) The initial Gross Asset Value of any asset contributed by a Member to Company will be the gross fair market value of such asset, as determined by Manager in good faith;

(b) The Gross Asset Value of all Company’s assets will be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by Manager in good faith, as of the following events:

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

(ii) the distribution by Company to a Member of more than a *de minimis* amount of property or money as consideration for a Membership Interest in Company;

(iii) the grant of a Membership Interest in Company (other than a *de minimis* Membership Interest) as consideration for the provision of services to or for the benefit of Company by an existing Member acting in the capacity of a Member or by a new Member acting in the capacity of a Member or in anticipation of being a Member;

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

(v) at such other times as required or permitted under Regulations Section 1.704-1(b);

provided, however, that adjustments pursuant to clauses (i), (ii), (iii) and (v) (to the extent permitted and not required) of this Section (b)(b) will be made only if Manager determines in good faith that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in Company;

(c) The Gross Asset Value of any Company asset distributed to a Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by Manager in good faith;

(d) The Gross Asset Values of Company's assets will be increased or decreased to reflect any adjustments to the adjusted basis of such assets 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 Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section (f) of the definition of "Net Profits" and "Net Losses"; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section (d)(d) to the extent that an adjustment pursuant to Section (b) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this Section (d); and

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections (a), (b), or (d), then the Gross Asset Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

2.42 "**Hurdle Amount**" means an amount equal to the amount determined by Manager to be necessary to cause an Incentive Unit to constitute a "profits interest" in Company within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343, as clarified by Revenue Procedure 2001-43, 2001-2 C.B. 191. The Hurdle Amount shall be set forth in the applicable Award Agreement or otherwise determined by Manager.

2.43 "**Incentive Plan**" means any plan for the benefit of employees, managers, professional advisors, advisory board members and consultants to Company or its Affiliates (as defined in such plan).

2.44 "**Incentive Units**" means a Membership Interest awarded pursuant to an Award Agreement or an Incentive Plan or otherwise that is intended to be a "profits interest" within the meaning of IRS Revenue Procedures 93-27, 1993-2 C.B. 343, and 2001-43, 2001-2 C.B. 191 and: (i) entails no voting, approval or consent rights; (ii) entails no initial Capital Contribution; (iii) is credited with zero dollars as the initial Capital Account; and (iv) would not give the holder a share of the capital proceeds of Company if on the date of the award Company's assets were sold at fair market value (as determined by Manager in good faith) and the capital proceeds were distributed in a complete liquidation of Company, with the rights and privileges set forth in this Agreement. All Class E Units are Incentive Units.

2.45 "**Indemnitee**" has the meaning ascribed thereto in Section 10.2.

2.46 "**Initial Notice Period**" has the meaning ascribed thereto in Section 3.6.

2.47 "**IRS Notice**" has the meaning ascribed thereto in Section 7.6(c)(i).

2.48 "**Joinder**" has the meaning ascribed thereto in the Preamble of this Agreement.

2.49 “**Liquidity Event**” means each of the following events: (i) a sale, exchange, lease or other disposition of all or substantially all (51% or more) of the assets (including goodwill and intangible assets) of Company (in a single transaction or series of transactions); (ii) the liquidation, dissolution or winding up of Company; or (iii) any consolidation, merger of Company with or into any other Person (other than one in which Members own a majority by voting power of the Equity Interests of the surviving or acquiring entity), recapitalization, conversion (including into a corporation), sale or issuance of Equity Interests of Company, or other transaction or series of related transactions, following which the Members immediately prior to such transaction do not own a majority of the outstanding Equity Interests of the entity surviving such transaction or its parent entity.

2.50 “**Losses**” means all damages, liabilities, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, liens, losses, payments, expenses and fees, including all court costs and reasonable attorneys’ and accountants’ fees and expenses sustained or incurred in connection with the defense or investigation of any Proceeding.

2.51 “**Majority-in-Interest**” means Members holding more than fifty percent (50%) of the Percentage Interests entitled to vote.

2.52 “**Manager**” means the Person designated as such in Section 5.1(a).

2.53 “**Mark**” means the service mark, trademark and trade name “Cloud Creamery” and any other trademark, service mark, or trade name owned, licensed or controlled by Company or any Subsidiary, whether registered or unregistered and all goodwill associated thereto.

2.54 “**Member**” means: (i) each Person who is an initial signatory to this Agreement; (ii) each Person who has been admitted to Company as a Member in accordance with this Agreement and, if applicable, has executed the Joinder; and (iii) each Person who is an assignee or Transferee who becomes a Member in accordance with Article VIII, in each case as reflected on Schedule I hereto, as the same may be updated from time to time.

2.55 “**Member Nonrecourse Debt**” has the meaning ascribed to the term “partner nonrecourse debt” in Regulations Section 1.704-2(b)(4).

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

2.57 “**Member Nonrecourse Deductions**” means items of Company loss, deduction, or Code Section 705(a)(2)(B) expenditures that are attributable to Member Nonrecourse Debt or to other liabilities of Company owed to or guaranteed by a Member (or a related person within the meaning of Regulations Section 1.752-4(b)) to the extent that no other Member bears the Economic Risk of Loss.

2.58 “**Member Right of First Refusal Option**” has the meaning ascribed thereto in Section 8.5(c).

2.59 “**Member Right of First Refusal Option Period**” has the meaning ascribed thereto in Section 8.5(c).

2.60 “**Member Right of First Refusal Notice**” has the meaning ascribed thereto in Section 8.5(c).

2.61 “**Membership Interest**” means a Member’s entire limited liability company interest (as represented by Units) in Company, including such Member’s right to share in income, gains, losses, deductions, credits or similar items of, and to receive distributions (liquidating or otherwise) from Company, the right to vote or participate in the management of Company, and the right to receive information concerning the business and affairs of Company, in each case pursuant to and to the extent provided by the terms of this Agreement and the Act.

2.62 “**Net Profits**” and “**Net Losses**” means, for each Fiscal Year, an amount equal to Company’s taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) and the Regulations, and, 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 loss. The determination of Net Profits and Net Losses pursuant to the previous sentence shall be subject to the following adjustments:

(a) Any income of Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses shall be added to such taxable income or loss;

(b) Any expenditures of Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from Net Profits or Net Losses;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section (b)(b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain (if the adjustment increases the Gross Asset Value of the asset) or loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits or Net Losses;

(d) Gains or losses resulting from any disposition of a Company asset with respect to which gains or losses are recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of Company asset disposed of, notwithstanding the fact that the adjusted tax basis of such Company asset differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing the taxable income or loss, there will be taken into account Depreciation;

(f) If an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s Membership Interest in Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits or Losses;

(g) Notwithstanding any other provision of this subsection, any items of income, gain, loss or deduction that are specially allocated shall not be taken into account in computing Net Profits and Net Losses; and

(h) Company’s distributive share of any Net Profits and Net Losses (as defined herein) from any partnership (including any limited liability company or other entity treated as a partnership for tax purposes) in which it holds an interest, adjusted to avoid taking into account any items otherwise reflected in Company’s Net Profits and Net Losses, shall be included in Company’s Net Profits and Net Losses.

2.63 “**Nonrecourse Deductions**” has the meaning ascribed thereto in Regulations Section 1.704-2(b)(1).

2.64 “**Nonrecourse Liability**” has the meaning ascribed thereto in Regulations Section 1.704-2(b)(3) and Section 1.752-1(a)(2).

2.65 “**Notice**” has the meaning ascribed thereto in Section 14.1.

2.66 “**Offering Notice**” means a Notice that contains the material terms of an offering of Additional Units by Company, which such terms shall include, at a minimum: (i) the proposed number and class of the Additional Units being offered and a description of the rights and preferences of such class if such class is other than existing Units; (ii) the prospective sale price per Unit; and (iii) the identity of the prospective purchaser(s), if known.

2.67 “**Offered Units**” has the meaning ascribed thereto in Section 8.5(a).

2.68 “**Offeror**” means Class A Members, Class I Members and Class E Members.

2.69 “**Outside Interests**” has the meaning ascribed thereto in Section 6.11.

2.70 “**Participation Right**” has the meaning ascribed thereto in Section 3.6.

2.71 “**Partnership Representative**” has the meaning ascribed thereto in Section 7.6(a).

2.72 “**Percentage Interest**” means, with respect to a Member, the Units held by such Member, as a percentage of the total of all issued and outstanding Units. The number of Units held by each Member and the Percentage Interest of such Member, shall be as set forth opposite such Member’s name on Schedule I attached hereto, which shall be amended from time to time in accordance with the terms of this Agreement.

2.73 “**Person**” means and includes any natural person, corporation, firm, partnership, limited liability company, trust, unincorporated organization, other entity, government or any department, political subdivision or agency of a government.

2.74 “**Profits Interest**” means an interest in the Company that is classified as a partnership profits interest within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43 (or the corresponding requirements of any subsequent guidance promulgated by the Internal Revenue Service or other Applicable Law).

2.75 “**Pro Rata Share**” has the meaning ascribed thereto in Section 3.6.

2.76 “**Proceeding**” means and includes any action, suit, arbitration, alternative dispute resolution mechanism, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative or investigative in nature.

2.77 “**Proprietary Information**” has the meaning ascribed thereto in Section 11.1.

2.78 “**Qualified Appraiser**” has the meaning ascribed thereto in Section 8.5(e).

2.79 “**Regulations**” means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

2.80 “**Regulatory Allocations**” has the meaning ascribed thereto in Section 4.4.

2.81 “**Remaining Members**” means the Class A Members and Class I Members, in each case, other than the Offeror.

2.82 “**Remaining Offered Units**” means, with respect to any proposed Transfer subject to Section 8.5, the portion of any Offered Units not purchased by Company pursuant to the Company Right of First Refusal Option.

2.83 “**Repurchase Rights**” has the meaning ascribed thereto in Section 8.7.

2.84 “**Restricted Member**” has the meaning ascribed thereto in Section 4.2.

2.85 “**ROFR Member**” has the meaning ascribed thereto in Section 3.6.

2.86 “**Safe Harbor**” has the meaning ascribed thereto in Section 8.6(c)(i)7.6(c)(i).

2.87 “**Sale Notice**” has the meaning ascribed thereto in Section 8.6(b).

2.88 “**Securities Act**” has the meaning ascribed thereto in Section 13.1.

2.89 “**Subsidiary**” means, with respect to any Person, any legal entity of which such Person (either alone or through or together with any other Subsidiary or Subsidiaries thereof) owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body or Persons of such legal entity.

2.90 “**Supermajority**” means Members holding seventy-five percent (75%) or more of the Percentage Interests entitled to vote.

2.91 “**Supplemental Offering Notice**” has the meaning ascribed thereto in Section 3.6.

2.92 “**Tag-Along Notice**” has the meaning ascribed thereto in Section 8.6(a).

2.93 “**Tag-Along Option Period**” has the meaning ascribed thereto in Section 8.6(a).

2.94 “**Tax Distribution**” has the meaning ascribed thereto in Section 4.10(a).

2.95 “**Transfer**” means and includes, in respect of a Membership Interest, or any element thereof, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, gift or other disposition or encumbrance of a Membership Interest or any element thereof, and, when used as a verb, to sell, hypothecate, pledge, assign, attach, bequest or otherwise dispose or encumber a Membership Interest or any element thereof.

2.96 “**Transferee**” means a Person who obtains or receives a Membership Interest or any element thereof by means of a Transfer.

2.97 “**Unit**” has the meaning ascribed thereto in Section 2.11.

2.98 “**Unrecovered Capital**” means, with respect to a Class A Member, the excess, if any, of: (i) the sum of the initial cash Capital Contribution made by such Class A Member set forth opposite such Class A Member’s name on Schedule I attached hereto and any additional cash Capital Contributions made by such Member after the date hereof; over (ii) the cumulative amount of distributions made to such Class A Member pursuant to Section 4.5(a).

ARTICLE III ORGANIZATIONAL MATTERS

3.1 Formation. Company was formed as a Massachusetts limited liability company under and pursuant to the Act on May 19, 2020 by an authorized person within the meaning of the Act, by the filing in the office of the Massachusetts Secretary of the Commonwealth the Certificate of Organization. The Members agree that the rights, duties and liabilities of the Members and Managers shall be as expressly provided herein, except as expressly required under non-waivable provisions of the Act.

3.2 Name of Company. The name of Company is “Highmark Provisions, LLC.” Company may do business under that name and under any other name or names that Manager selects. If Company does business under a name other than that set forth in the Certificate of Organization, then Company shall comply with any requirements of the Act or applicable law.

3.3 Registered Office. The registered office of Company in Massachusetts shall be 18 Colella Farm Road, Hopkinton, MA 01748 or such other location as may be determined by Manager from time to time.

3.4 Registered Agent. The registered agent of Company shall be Mark Gaunya at 18 Colella Farm Road, Hopkinton, MA 01748, or such other agent as may be determined by Manager from time to time.

3.5 Principal Office. The principal office of Company shall be at such place as Manager may designate from time to time, which need not be in the Commonwealth of Massachusetts. Company may select or change its principal office or have such other offices as Manager may designate from time to time.

3.6 Purpose; Qualification to do Business. The purpose of Company is to operate the Business and all businesses related to the Business and to own the assets thereof. Company shall possess and may exercise all powers necessary or convenient to the conduct and promotion of Company’s business or activities. Manager shall have the authority to cause Company to qualify itself to do business in any jurisdiction.

3.7 Tax Treatment as Partnership. The Members expect and intend that the LLC shall be treated as a partnership for all federal income tax purposes and each Member agrees that he (i) will not on any federal, state, local or other tax return take a position, and shall not otherwise assert, inconsistent with such expectation and intent; or (ii) do any act or thing which could cause the LLC to be treated as other than a partnership for federal income tax purposes. It is the intent of the Members that Company shall always be operated in a manner consistent with its treatment as a “corporation” solely for federal and state income tax purposes. No Member shall take any action inconsistent with the express intent of the parties set forth herein. Notwithstanding the foregoing, Company may change its tax treatment as determined by Manager.

3.8 No Partnership Intended for Non-Tax Purposes. Although the Members intend for Company to be a partnership for state and federal income tax purposes, Company is a Massachusetts limited liability company and is not (nor is it intended by the Members to be) a general or limited partnership for any other purpose, and no Member shall have personal liability for any Company operations, debts, obligations or liability merely as a result of being a Member.

3.9 Term of Company’s Existence. In accordance with the Act, the term of existence of Company commenced on the effective date of filing of the Certificate of Organization with the

Massachusetts Secretary of the Commonwealth, and shall continue in perpetuity, unless sooner terminated by the provisions of this Agreement or as provided by law.

3.10 Units; Classes of Members. Each Member's Membership Interest shall be denominated in units (each, a "Unit"). Company initially shall have three (3) authorized classes of Units, designated Class A Units, Class I Units and Class E Units, and Company shall have three (3) classes of Members, the Class A Members, Class I Members and the Class E Members. The ownership by a Member of Class A Units, Class I Units or Class E Units shall entitle such Member to allocations of Net Profits and Net Losses and other items of income, gain, loss or deduction, and distributions of cash and other property, as set forth in Article IV. Company may issue fractional Units and all Units shall be rounded to the third decimal place. The names of the Members and the number and class of Units held by such Members, among other things, shall be as set forth on Schedule I attached hereto, as such Schedule may be amended by Manager from time to time in accordance with the terms of this Agreement.

ARTICLE IV CAPITAL ACCOUNTS AND CAPITAL CONTRIBUTIONS

4.1 Initial Capital Contributions and Capital Accounts. An individual Capital Account shall be maintained for each Member in accordance with the requirements of Regulations Section 1.704-1(b)(2)(iv). The provisions of this Agreement respecting the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with those Regulations. In the event Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, Manager may cause Company to make such modification; provided, however, that no such modification shall have an identifiable material adverse effect upon any Member's economic entitlement under this Agreement. If any Membership Interest (or portion thereof) is transferred pursuant to and in accordance with this Agreement, the Transferee of such Membership Interest (or portion thereof) shall succeed to the transferring Member's Capital Account attributable to such Membership Interest (or portion thereof). As of the Effective Date, each Member has contributed its respective Capital Contribution and has a Capital Account and Percentage Interest as set forth on Schedule I.

4.2 No Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to Company.

4.3 Return of Capital Contributions. Except in accordance with the terms of this Agreement: (i) no Member shall be entitled to withdraw, redeem, or to receive a return of, any part of a Capital Contribution or to receive any distributions, whether of money or property, from Company; (ii) no Member or Manager shall have any liability for the return of the Capital Contribution of any Member; and (iii) no Member shall have any priority over any other Member with respect to the return of any Capital Contribution.

4.4 No Interest on Capital Contributions or Capital Accounts. Except as otherwise provided in this Agreement, no interest shall be paid on any Capital Contributions or on the balance of any Capital Account.

4.5 Incentive Plan and Class E Units. Company may issue Class E Units to existing or new employees, officers, managers, and other service providers or consultants of Company or its Subsidiaries pursuant to written agreements approved by Manager (each, an "Award Agreement"). Moreover, Company may adopt and amend an Incentive Plan as approved by Manager. Company, without the need for any action by the Members, may issue Class E Units pursuant to an Award Agreement and consistent with the terms of an Incentive Plan (if applicable) adopted or awarded in accordance with the foregoing sentence, subject to Manager approving, for each award, the identity of the participant, the number of Class E Units, the vesting terms, the relevant Hurdle Amount, the repurchase terms, and the exercise of any repurchase rights. Class E

Units issued pursuant to any Award Agreement or Incentive Plan and this Agreement are intended to be “profits interests” and shall have all of the rights and powers of holders of Membership Interests generally; provided, however, that Class E Units shall be non-voting Units and shall have no voting, consent or approval rights or powers. In connection with the awarding of Class E Units to Class E Members under this Section 3.5 as “profits interests,” Company shall take such actions as are reasonably requested by the relevant participant from time to time and as may be necessary to establish and maintain a Hurdle Amount (as set in accordance with the definition of Hurdle Amount in Section 1.42) and such other indicia of “profits interests” as may be applicable pursuant to state and federal tax regulations and laws. In the event that a Class E Member ceases to perform services for Company or an Affiliate, Company shall have the right, but not the obligation, to purchase all or any portion of the Class E Units on the terms and conditions set forth in the applicable Award Agreement or Incentive Plan.

4.6 Participation Right. Each Class A Member and Class I Member (each, a “**ROFR Member**”) shall have the right of first refusal to purchase such ROFR Member’s Pro Rata Share (as defined herein) of all Additional Units that Company may from time to time issue (“**Participation Right**”). A ROFR Member’s “**Pro Rata Share**” for purposes of this Participation Right is the ratio of: (i) the total number of Units held by such ROFR Member; to (ii) the total number of Units then outstanding prior to such offering. In the event Company elects to issue Additional Units, Company shall deliver an Offering Notice to each ROFR Member not less than fifteen (15) days prior to any such issuance (the “**Initial Notice Period**”). The Offering Notice shall offer to each ROFR Member the opportunity to purchase its Pro Rata Share of the Additional Units offered on the same terms and conditions (including, if more than one type of security is issued, each type of security in the same proportion offered) and at the same time as the Additional Units are proposed to be issued by Company. If, following delivery of the initial Offering Notice, the terms of the proposed issuance materially change, Company shall furnish a supplemental Offering Notice (a “**Supplemental Offering Notice**”) describing the revised terms; *provided* that the Supplemental Offering Notice shall not restart the Initial Notice Period, but Company shall give each ROFR Member a reasonable period of time (no fewer than five (5) days after such ROFR Member receives such Supplemental Offering Notice, which shall, to the extent necessary, extend the Initial Notice Period) (such Initial Notice Period, as extended if applicable, being referred to as the “**Election Period**”) to consider the revised terms. Each ROFR Member may exercise such ROFR Member’s Participation Right by providing Notice thereof (which Notice shall include the maximum portion of such offering that such ROFR Member desires to purchase) to Company prior to the expiration of the Election Period or such later date determined by Company due to material changes in the terms of the issuance or for any other reason (the “**Deadline**”). Failure by a ROFR Member to deliver to Company a Notice of its intent to exercise its Participation Rights prior to the expiration of the Deadline shall be deemed an election of such ROFR Member not to participate in such offering. To the extent a ROFR Member does not participate in an offering, its Participation Right is not transferable to any other Person, including, without limitation, any other Member.

ARTICLE V PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Book Allocations of Net Profits and Net Losses. After giving effect to the special allocations set forth in Section 4.3 and Section 4.4, and then subject to Section 4.2, Net Profits, Net Losses, and to the extent necessary, individual items of income, gain, loss or deduction of Company for each Fiscal Year or other applicable tax period shall be allocated among the Members in a manner such that the Capital Account of each Member is, as nearly as possible, equal (proportionately) to the excess of:

(a) the distributions that would be made to that Member if Company were dissolved and liquidated per section 4.5 below, its affairs wound up and its assets sold for an amount of cash equal to their Gross Asset Values.

5.2 Loss Limitation. Notwithstanding anything to the contrary in Section 4.1, items of Net Losses, including, losses and deductions otherwise allocable to a Member under this Agreement that would

cause such Member (hereinafter, a “**Restricted Member**”) to have an Adjusted Capital Account Deficit (or increase such a deficit) as of the end of the Fiscal Year to which such items relate shall not be allocated to such Restricted Member and instead shall be specially allocated as follows:

(a) first, to all Members who would not have an Adjusted Capital Account Deficit, on a pro rata basis in accordance with their relative Percentage Interest, until no Member would be entitled to a further allocation; and

(b) thereafter, as determined by Manager.

5.3 Regulatory Allocations. Notwithstanding any other provision of this Agreement, the following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in an amount equal to such Member’s share of the net decrease in Company Minimum Gain, as determined under Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.3(a) is intended to comply with the “minimum gain chargeback” requirements of Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Chargeback Attributable to Member Nonrecourse Debt. If there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member with a share of Member Nonrecourse Debt Minimum Gain at the beginning of such Fiscal Year shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in an amount equal to such Member’s share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(4) and (5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2)(i). This Section 4.3(b) is intended to comply with the “partner minimum gain chargeback” requirements of Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives any adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that results in an Adjusted Capital Account Deficit for the Member, such Member shall be allocated items of income and book gain in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible; provided, that an allocation pursuant to this Section 4.3(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.3(c) were not in this Agreement. This Section 4.3(c) is intended to constitute a “qualified income offset” as provided by Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year that is in excess of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 4.3(d) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article IV have been made as if Section 4.3(c) and this Section 4.3(d) were not in this Agreement.

(e) Member Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated among the Members who bear the Economic Risk of Loss for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in the ratio in which they share Economic Risk of Loss for such Member Nonrecourse Debt. This provision is to be interpreted in a manner consistent with the requirements of Regulations Section 1.704-2(b)(4) and (i)(1).

(f) Nonrecourse Deductions. Any Nonrecourse Deductions for any Fiscal Year and any other deductions or losses for any Fiscal Year referable to a liability owed by Company to a Person other than a Member to the extent that no Member bears the Economic Risk of Loss shall be specially allocated to the Members in proportion with their respective Percentage Interests.

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Membership Interest, the amount of such adjustment to 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), and such gain or loss shall be specially allocated to the Members in a manner consistent with their interests in Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

5.4 Curative Allocations. The allocations set forth in Section 4.3 (the "**Regulatory Allocations**") are intended to comply with certain requirements of the applicable Regulations promulgated under Code Section 704(b). Notwithstanding any other provision of this Article IV, the Regulatory Allocations shall be taken into account in allocating Net Profits, Net Losses and other items of income, gain, loss and deduction to the Members for Capital Account purposes so that, to the extent possible, the net amount of such allocations of Net Profits, Net Losses and other items shall be equal to the amount that would have been allocated to each Member if the Regulatory Allocations had not occurred. Manager, acting in its reasonable discretion, shall make the minimum modifications to the allocation provisions of this Agreement necessary or appropriate to preserve the underlying economic objectives of the Members as reflected in this Agreement.

5.5 Liquidation Distributions of Available Cash. After determining that all debts and liabilities of the Company, including all contingent, conditional or unmatured liabilities of the Company, in the process of winding-up, including, without limitation, debts and liabilities to the Member in the event it is a creditor of the Company to the extent otherwise permitted by law, have been paid or adequately provided for, the remaining assets shall be distributed in cash or in kind subject to Section 4.5(c) and Section 4.10, the Available Cash of Company shall be distributed to the Members, as and when determined by Manager, in his sole and absolute discretion, as follows:

(a) First, to the Class A Members, with positive Unrecovered Capital balances, in proportion to their Unrecovered Capital balances; until each Class A Member's Unrecovered Capital balance has been reduced to zero; and

(b) Thereafter, to all Members, in proportion to their relative Percentage Interests, provided, that when tabulating a Member's Percentage Interest for the purposes of distributions pursuant to this Section 4.5(b), all Class P Units that do not qualify for a distribution in accordance with Section 4.5(c) shall be excluded entirely.

(c) Notwithstanding the foregoing provisions of Section 4.5(b) or any other provision of this Agreement, any Award Agreement or any Incentive Plan, Class P Members shall not be entitled to receive any distributions pursuant to Section 4.5(b) in respect of such Class P

Units: (i) if and to the extent that such Class P Units are not vested (*i.e.*, such Class P Units are subject to forfeiture or a repurchase right pursuant to the terms of the applicable Award Agreement or the applicable Incentive Plan (if any)) as of the date of any such distribution pursuant to Section 4.5(b), as applicable; and (ii) unless and until the aggregate distributions by Company in respect of all Units entitled to distributions (other than distributions in respect of Class P Units with higher Hurdle Amounts) meet the Hurdle Amount applicable to such Class P Units. After distributions have been made in respect of all Units in the amount of the Hurdle Amount applicable to a Class P Member's Class P Units, such Class P Member shall be entitled to receive such Member's pro rata portion of all distributions in excess of such applicable Hurdle Amount in accordance with Section 4.5(b) in respect of such Class P Units.

5.6 Non-liquidation Distributions of Available Cash. Subject to Section 4.5(c) and Section 4.10, the Available Cash of Company shall be distributed to the Members, as and when determined by Manager, in his sole and absolute discretion, as follows:

(a) First, to the Class A Members, with positive Unrecovered Capital balances, in proportion to their Unrecovered Capital balances; until each Class A Member's Unrecovered Capital balance has been reduced to zero; and

(b) Second, to the Class I Members, with positive Unrecovered Capital balances, in proportion to their Unrecovered Capital balances; until each Class I Member's Unrecovered Capital balance has been reduced to zero; and

(c) Thereafter, to all Members, in proportion to their relative Percentage Interests (**taking into account any threshold values**), provided, that when tabulating a Member's Percentage Interest for the purposes of distributions pursuant to this Section 4.5(b), all Class E Units that do not qualify for a distribution in accordance with Section 4.6(c) shall be excluded entirely.

(d) Notwithstanding the foregoing provisions of Section 4.6(c) or any other provision of this Agreement, any Award Agreement or any Incentive Plan, Class E Members shall not be entitled to receive any distributions pursuant to Section 4.5(c) in respect of such Class E Units: (i) if and to the extent that such Class E Units are not vested (*i.e.*, such Class E Units are subject to forfeiture or a repurchase right pursuant to the terms of the applicable Award Agreement or the applicable Incentive Plan (if any)) as of the date of any such distribution pursuant to Section 4.5(b), as applicable; and (ii) unless and until the aggregate distributions by Company in respect of all Units entitled to distributions (other than distributions in respect of Class E Units with higher Hurdle Amounts) meet the Hurdle Amount applicable to such Class E Units. After distributions have been made in respect of all Units in the amount of the Hurdle Amount applicable to a Class E Member's Class E Units, such Class E Member shall be entitled to receive such Member's pro rata portion of all distributions in excess of such applicable Hurdle Amount in accordance with Section 4.5(b) in respect of such Class E Units.

5.7 Record Dates. All Net Profits and Net Losses shall be allocated to the Persons shown on the records of Company to have been Members as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless Company's taxable year is separated into segments, if there is a Transfer of a Membership Interest during the taxable year, the Net Profits and Net Losses shall be allocated between the original Member and the successor on the basis of the number of days each was a Member during the taxable year; provided, however, that Company's taxable year shall be segregated into two or more segments in order to account for Net Profits, Net Losses, or proceeds attributable to any extraordinary non-recurring items of Company.

5.8 Withholding Taxes.

(a) Company shall withhold taxes from distributions to the Members to the extent required by law. Except as otherwise provided in this Section 4.7, any amount so withheld by Company with regard to a Member shall be treated for purposes of this Agreement as an amount actually distributed to such Member pursuant to Section 4.5. An amount shall be considered withheld by Company if, and at the time, remitted to a governmental agency without regard to whether such remittance occurs at the same time as the distribution to which such amount relates; provided, however, that an amount actually withheld from a specific distribution or designated by Company as withheld from a specific allocation shall be treated as if distributed at the time such distribution or allocation occurs.

(b) Each Member hereby agrees to indemnify Manager, Company and the other Members for any liability they may incur for failure to properly withhold taxes in respect of such Member. Moreover, each Member hereby agrees that none of Manager, Company or any other Member shall be liable for any excess taxes withheld in respect of such Member's Membership Interest and that, in the event of overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate governmental authority.

(c) Taxes withheld by third parties from payments to Company shall be treated as if withheld by Company for purposes of this Section 4.7. Such withholding shall be deemed to have been made in respect of all the Members in proportion to their respective allocable shares of the underlying items of Net Profits to which such third-party payments are attributable. In the event that Company receives a refund of taxes previously withheld by a third party from one or more payments to Company, the economic benefit of such refund shall be apportioned among the Members in a manner reasonably determined to offset the prior operation of this Section 4.7(c) in respect of such withheld taxes.

5.9 No Restoration of Negative Capital Accounts. No Member shall be obligated to restore a Capital Account with a balance of less than zero.

5.10 Compliance with Laws and Regulations. It is the intent of the Members that each Member's distributive share of Company tax items be determined in accordance with this Agreement to the fullest extent permitted by Sections 704(b) and 704(c) of the Code. Therefore, notwithstanding anything to the contrary contained herein, if Company is advised, as a result of the adoption of new or amended regulations pursuant to Code Sections 704(b) and 704(c), or the issuance of authorized interpretations, that the allocations provided in this Agreement are unlikely to be respected for Federal income tax purposes, Manager is hereby granted the power to amend the allocation provisions of this Agreement, on advice of accountants and legal counsel, to the minimum extent necessary to cause such allocation provisions to be respected for Federal income tax purposes.

5.11 Distributions with Respect to Taxes.

(a) Within ninety (90) days after the conclusion of each Fiscal Year, and limited to the extent of the Available Cash, Company shall make a distribution to each Member entitled to receive a distribution (a "**Tax Distribution**") equal to the amount by which (i) the product of: (a) the highest combined effective federal and Commonwealth of Massachusetts income tax rates imposed on the income of individuals or entities, as applicable for such Member (based upon the nature of the income; for example, ordinary income, interest income or capital gains) who are residents of Massachusetts for tax purposes (taking into account any reasonable adjustments determined by Manager, including the deductibility of state and local taxes for federal income tax purposes and the twenty percent (20%) deduction permitted pursuant to Code Section 199A, if applicable); and (b) Company's taxable income for federal income tax purposes allocated to such Member for such Fiscal Year, exceeds (ii) the aggregate amount of distributions made by Company to such Member pursuant to Section 4.5 in the preceding Fiscal Year; provided, however, that to the extent possible, Company shall make quarterly distributions in respect of the amounts to be distributed

annually pursuant to this Section 4.10(a) in order to facilitate the Members' ability to make quarterly estimated tax payments with respect to the taxable income of Company allocated to them, and in determining and making the required Tax Distribution after the end of each Fiscal Year, Company shall make appropriate adjustments to reflect the actual results of such Fiscal Year and take into account any quarterly Tax Distributions made during such Fiscal Year.

(b) The amount of any Tax Distributions made to a Member under Section 4.10(a) shall be offset against future distributions to which such Member is entitled under Section 4.5 as quickly as possible in such a manner that, immediately after any distribution has been made pursuant to Section 4.5, the cumulative amount of distributions that have actually been received by each Member pursuant to Section 4.5 and Section 4.10(a) shall equal (to the extent possible) the distributions to which such Member would have been entitled if all such distributions had been made by Company in accordance with Section 4.5.

ARTICLE VI MANAGEMENT

6.1 Management.

(a) Management of Company by Manager. In accordance with Section 24 of the Act, the business, property and affairs of Company shall be managed, and all powers of Company shall be exercised, by or under the direction of the "manager" of Company within the meaning of the Act (the "**Manager**"). Mark Gaunya is hereby designated Company's initial Manager. Except for matters for which approval by the Members is expressly required by this Agreement, all decisions concerning the management, operation and policy of Company's business shall be made by Manager, and Manager shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of Company, to make all decisions regarding those matters, and to perform any and all acts or activities customary or incident to the management, operation and policy of Company's business, property or affairs. Decisions of Manager within Manager's scope of authority shall be binding upon Company and each Member. Except for matters for which approval by the Members is expressly required by this Agreement, no Member shall have the right to vote on any matter concerning the business, property or affairs of Company.

(b) Devotion of Time as Manager. It is acknowledged that Manager has other business interests to which Manager may devote part of Manager's time. Manager shall devote to Company such efforts as Manager in Manager's sole discretion shall deem reasonably necessary to manage the business and affairs of Company, it being understood that nothing herein shall require Manager to devote Manager's full time to the business and affairs of Company. Subject to Section 6.13, nothing contained in this Agreement shall preclude Manager or any of Manager's employees, representatives, officers, shareholders, members, equityholders, attorneys, accountants or agents (or any of their respective partners, employees, representatives, members, equityholders, attorneys, accountants or agents) from acting as a director, stockholder, member, officer, official, consultant or employee or advisor of any Person, from receiving compensation for services rendered in connection with the foregoing, from acting as a principal or employee of any Person with whom Company may contract for services or otherwise, or participating in profits derived from investments in any such Person, or from investing in any securities or other property for his, her or its own account.

(c) Reimbursements. Upon substantiation of the amount and purpose thereof, Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of Company, including, without limitation, reimbursement for reasonable legal fees and expenses incurred by Manager or one or more of Manager's Affiliates in connection with the formation and funding of Company,

and the preparation, negotiation, execution, delivery and amendment of this Agreement and any and all agreements and dealings between Manager and Company.

(d) Exculpation. Any fiduciary duties of Manager hereby are reduced to the maximum extent permissible under Massachusetts law. Without limiting the foregoing, Manager shall not be liable to Company or any Member for: (i) any claims, costs, expenses, damages or losses arising out of or in connection with the performance of Manager's duties as Manager; or (ii) any act or omission performed or omitted to be performed by Manager in good faith and pursuant to the authority granted to Manager under this Agreement, other than those solely and directly attributable to Manager's gross negligence or willful misconduct. Manager shall not be liable to any Member for claims, costs, expenses, damages or losses due to circumstances beyond Manager's control, including, without limitation, due to the negligence, dishonesty, bad faith or misfeasance of any employee, broker or other agent of Company.

6.2 Officers. Manager may appoint officers of Company in Manager's discretion. Any number of offices may be held by the same person. Manager may choose such officers and agents, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by Manager. The officers of Company shall be empowered to carry out the day-to-day operations of Company and to implement the actions authorized by Manager. Any officer may be removed either with or without cause by Manager at any time. Any officer may resign at any time by giving written notice to Manager. No officer need be a Member.

6.3 Title to Assets. Manager shall cause all assets of Company to be held in the name of Company. Nothing in this Agreement shall require that any asset of Manager, any Member or any of their Affiliates not contributed pursuant to this Agreement, or in a separate agreement by and between such Manager, Member or any of their Affiliates, and Company, be made an asset of Company.

6.4 Resignation, Removal and Replacement of Manager. Manager may resign at any time by giving Notice to the Members, but may not be removed. A Manager who is incapacitated shall be deemed to have resigned and such form of resignation shall not require that such Manager deliver formal Notice of resignation. For purposes of this Agreement, a Manager is "incapacitated" upon the death, adjudication of permanent disability, incompetence or insanity of such Manager, in each case as determined by a qualified medical professional. The incapacity, resignation or removal of a Manager shall not affect the former Manager's rights as a Member, if applicable, and shall not constitute a withdrawal from Company.

6.5 Vacancies. Subject to the remainder of this Section 5.5, vacancies in the position of Manager caused by the resignation or removal of such Manager, shall be filled by the approval or consent of a Supermajority.

6.6 Affiliate Transactions. The Members acknowledge and agree that Company may enter into arrangements or agreements (either written or oral) with Manager, a Member, and/or one of their respective Affiliates, whereby Manager, a Member, and/or one of their respective Affiliates, or one of Company's Affiliates, may provide certain services and/or financing to Company at agreed rates, including, without limitation, leasing space to Company and providing professional, administrative and/or advisory services for Company; provided, that any such affiliated transactions must be fair and reasonable as if such transaction(s) were bona fide transactions with unaffiliated parties.

ARTICLE VII MEMBERSHIP, MEETINGS AND VOTING

7.1 Members and Voting Rights. The Members shall have the right to vote only on those matters specifically reserved for their approval or consent set forth in this Agreement or pursuant to unwaivable provisions of the Act. Unless otherwise provided in this Agreement: (i) actions of Members permitted by this Agreement shall be pursuant to the prevailing vote of a Majority-in-Interest; and (ii) no Member shall

be prohibited from voting merely by reason of the fact that such Member would be voting on a matter of particular interest to such Member. Except as expressly set forth in this Agreement, the holders of all Units entitled to vote (i.e. the Class A Units and Class F Units) shall vote together as a single class on all matters before the Members. Notwithstanding any other provision of this Agreement, in connection with this Section 6.1 and any and all provisions of this Agreement that include or relate to voting, consent or approval rights or powers of Members: (a) the term “Member” shall not mean or include any Class P Units or any Person that holds only Class P Units; and (b) when tabulating a Member’s Percentage Interest for the purposes of voting, consent or approval rights or powers of Members, any holdings of Class P Units shall be excluded entirely.

7.2 Record Dates. The record date for determining the Members entitled to Notice at any meeting or to vote, or entitled to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by Manager.

7.3 Membership Certificates. Company may, but shall not be required, to issue certificates evidencing Units to Persons who, from time to time, are Members of Company; provided, that once such certificates have been issued, they shall continue to be issued as necessary to reflect current Units held by Members. To the extent issued, such membership certificates shall be in such form as may be approved by Manager, shall be manually signed by Manager, and shall bear conspicuous legends evidencing the restrictions on transfer described in, and the purchase rights of Company and Members set forth in Article VIII. All issuances, reissuances, exchanges and other transactions in Units involving Members shall be recorded in a permanent ledger as part of the books and records of Company. Unless and until membership certificates are issued, a signed copy of this Agreement with Schedule I appended hereto (as amended from time to time) shall evidence the Units to Persons who, from time to time, are Members of Company. The failure of any Person signing a membership certificate to continue to be associated with Company shall not affect the validity of the certificates. This provision is not intended to be an “opt-in” with respect to Article 8 of the Uniform Commercial Code.

7.4 Meetings: Call, Notice and Quorum. Company shall not be required to hold any annual or regular meeting of Members; if convened, however, meetings of the Members may be held at such date, time and place as the Manager may fix from time to time. At any meeting of the Members, Manager shall preside at the meeting. A meeting of the Members may be called at any time by the Manager or by any Member holding at least fifteen percent (15%) Percentage Interest for the purpose of addressing any matters on which the Members may vote pursuant to an express provision of this Agreement by delivering Notice to the Members. Meetings may be held at the principal executive office of Company or at such other location as may be designated by Manager. Following the call of a meeting, Manager shall give Notice of such meeting not less than ten (10) or more than sixty (60) days prior to the date of the meeting to all Members entitled to vote at the meeting. The Notice shall state the place, date, and hour of the meeting and the general nature of business to be transacted. Except as the Members may otherwise unanimously agree, no business other than that described in the Notice may be transacted at the meeting. A quorum at any meeting of Members shall consist of a Majority-in-Interest, represented in person or by proxy. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by the requisite Percentage Interests as specified in this Agreement or the Act.

7.5 Adjournment of Meetings. A meeting of Members at which a quorum is present may be adjourned to another time or place and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the vote of a majority of the Percentage Interests represented at that meeting either in person or by proxy. Notice of the adjourned meeting need not be given to Members entitled to Notice if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than forty-five (45) days, or if, after the adjournment, a new record date is fixed for

the adjourned meeting, in which cases Notice of the adjourned meeting shall be given to each Member of record entitled to vote at the adjourned meeting in the manner provided in Section 6.4.

7.6 Waiver of Notice. The transaction of any meeting of Members, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and Notice, if a quorum is present at that meeting, either in person or by proxy, and if, either before or after the meeting, each of the Persons entitled to vote, not present in person or by proxy, signs either a written waiver of Notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting (if any). Attendance of a Member at a meeting shall constitute waiver of Notice, except when that Member objects at the beginning of that meeting to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the Notice of the meeting and not so included, if the objection is expressly made at the meeting.

7.7 Proxies. At all meetings of Members, a Member may vote in person or by written proxy. Such proxy shall be filed with Company before or at the time of the meeting, and may be filed by facsimile or other electronic transmission to Company at the principal office of Company or such other address as may be given by Company to the Members for such purposes.

7.8 Participation in Meetings by Video or Voice Conference Telephone. Members may participate in a meeting through use of, telephone, conference telephone, electronic video screen communications or similar communications equipment, so long as all Members participating in such meeting can hear one another. Such participation shall be deemed attendance at the meeting.

7.9 Action by Members Without a Meeting. Any action that may be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote thereon were present and voted. Any action taken without a meeting shall be effective when the required minimum number of votes have been received. Prompt Notice of the action taken shall be given to all Members who have not consented to the action; provided that failure to give such Notice shall not affect any action taken by this Section 6.9.

7.10 No Withdrawal. Except as otherwise provided in this Agreement, no Member may withdraw from Company. A Member who withdraws from Company in violation of this Agreement shall have no right under applicable provisions of the Act to be paid the fair value of such Member's Membership Interest as a result of such withdrawal.

7.11 Restriction on Members' Authority; Outside Interests. No Member is an agent of Company solely by virtue of being a Member, and no Member has the authority to act for or bind Company or any other Member solely by virtue of being a Member. Subject to Section 6.13 and any employment agreement or other agreement between Company and a Member or Manager, but notwithstanding any provision to the contrary herein, each Member, each Manager and Company agree and acknowledge that each Member, each Manager and each of their respective Affiliates may have an ownership interest in, investment in, provide services for, and/or operate any business ("**Outside Interests**"). The Outside Interests are not and shall not be deemed to be a breach of this Agreement and none of the Members, Managers or Company shall have any interest or right in or to the Outside Interests of any other Member or Affiliate thereof, or to the income or proceeds derived therefrom, unless otherwise agreed between any such parties in a separate agreement signed by such parties thereto.

7.12 Corporate Opportunities. Notwithstanding anything herein to the contrary, except as set forth in any written agreement between a Member and Company that is approved by Manager (or by all Members if the Member seeking exclusion is also the Manager), specific and limited to the Towns of Holliston and Hopkinton Massachusetts, in the event that a Member or any of their respective Affiliates

(each, a “**Company Business Opportunity Group Member**”), for so long such Member or any of its Affiliates is a Member, is offered or presented or develops or discovers a business opportunity reasonably related to the business activities of Company or any of its Subsidiaries, the applicable Company Business Opportunity Group Member shall, prior to taking or failing to take any reasonable action that would prevent Company from pursuing such business opportunity, deliver to Company Notice (an “**Opportunities Notice**”) offering Company the right to pursue such business opportunity for the benefit of Company. The Opportunities Notice shall contain all information regarding the business opportunity material to Company’s evaluation thereof.

7.13 Competing Activities within the Towns of Holliston and Hopkinton Massachusetts

(a) Except with the prior written approval of Manager, no Member while a Member, nor any Affiliate of a Member, may receive compensation from, provide services for, engage or own any interest or invest in, or operate, independently or with others, directly or indirectly, any Competitor. Notwithstanding the foregoing, if Manager is a Member, then the prior unanimous consent of the Members is required for such Member who is the also the Manager to be excluded from the requirements of this Section 6.13(a).

(b) Moreover, each Member agrees that while a Member of Company and for twenty-four (24) months thereafter, specific and limited to the Towns of Holliston and Hopkinton Massachusetts, no Member nor any Affiliate of a Member will, whether for such Member’s own or such Affiliate’s account or for the account of any other Person (other than Company or its Affiliates): (i) employ, engage as a contractor, hire, go into business with, solicit, induce, or encourage any Person who is or was an employee or contractor of Company, or solicit or attempt to persuade, induce, or recruit, or assist any other Person in so persuading, inducing, or recruiting, any employee or contractor to leave the employment of, or engagement with Company, or to accept any other employment or position; (ii) solicit, induce, or encourage any partnership, firm, limited liability company, or corporation that renders services to Company as an independent contractor, consultant, or professional advisor, to cease rendering services to Company or to otherwise alter its relationship with Company in any adverse way; or (iii) interfere with the relationship of Company with any past or current vendor, supplier or customer for purposes of persuading or inducing such vendor, supplier or customer to alter its relationship with Company in any adverse way.

(c) The parties hereto acknowledge and agree that: (i) the covenants and the restrictions contained in Section 6.12, Section 6.13(a) and Section 6.13(b) are necessary, fundamental and required for the protection of the business of Company and its Subsidiaries and relate to matters that are of a special, unique and extraordinary value; and (ii) a breach of Section 6.12, Section 6.13(a) or Section 6.13(b) will result in irreparable harm and damages that cannot be adequately compensated by a monetary award, and accordingly Company will be entitled to injunctive or other equitable relief to prevent or redress any such breach.

ARTICLE VIII

ACCOUNTING AND FINANCIAL REPORTING

8.1 Accounts and Accounting. Proper and complete books of account of Company’s business shall be kept at Company’s principal executive office, and at such other locations as Manager shall determine from time to time.

8.2 Financial Statements. The financial statements of Company shall be prepared in a form that is appropriate and adequate for Company’s business and for carrying out the provisions of this Agreement. Company’s taxable year shall be selected by Manager, subject to the requirements of the Code. Company shall deliver to each Member annual unaudited financial statements within ninety (90) days after the end of each Fiscal Year.

8.3 Records. At all times during the term of existence of Company, and beyond such term if Manager deems it necessary, Manager shall keep or cause to be kept the books of account referred to in Section 7.1, together with:

(a) a current list of the full name and last known business or residence address of each Manager and each Member, together with the Capital Contribution and the Percentage Interest of each Member;

(b) a copy of the Certificate of Organization and all amendments thereto;

(c) copies of Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years, if available;

(d) executed counterparts of this Agreement, as amended from time to time; and

(e) any powers of attorney pursuant to which the Certificate of Organization or any amendments thereto were executed.

8.4 Member's Rights to Records. Upon the written request of any Member (other than a Class P Member), for purposes stated in writing and reasonably related to the interest of such Member, Manager shall cause to be promptly delivered to such Member, at the expense of such Member, a copy of the information required to be maintained pursuant to Section 7.3.

8.5 Tax Preparation. Manager shall, among other things, send, or cause to be sent, in writing to each Member by September 15 of each year, such Member's Schedule K-1 and any other information necessary for each Member to complete federal and state income tax or information returns for the applicable Fiscal Year, and a copy of Company's federal, state, and local income tax or information returns for such Fiscal Year.

8.6 Partnership Representative.

(a) Manager shall designate a "partnership representative" (as defined in Code Section 6223, as in effect for Company tax returns filed for Company) (the "**Partnership Representative**") to oversee or handle matters relating to the taxation of Company, including all federal, state and local income tax administrative or judicial proceedings, in each case, subject to the direction of Manager. Manager shall have the right to designate the Partnership Representative for each taxable year, provided, that an elected Partnership Representative shall be deemed to be re-designated for each successive taxable year in the absence of the designation by Manager of a new or replacement Partnership Representative. The Partnership Representative shall have the right to retain professional assistance in respect of any audit of Company by the IRS and all out-of-pocket expenses and fees incurred by the Partnership Representative on behalf of Company as the Partnership Representative shall be reimbursed by Company. The taking of any action and the incurring of any expense by the Partnership Representative in connection with such audit or proceeding involving Company, except to the extent required by law, is a matter in the sole and absolute discretion of the Partnership Representative, subject to the direction of Manager, and the provisions relating to indemnification set forth in Article X of this Agreement shall be fully applicable to the Partnership Representative in its capacity as such. Initially, **Mark Gaunya** shall be the Partnership Representative.

(b) The Partnership Representative, subject to the direction of Manager, may make all elections for federal income and all other tax purposes (including, without limitation, pursuant to Section 754 of the Code). The Members shall provide such information, cooperation and assistance as the Partnership Representative may reasonably request (including, without limitation, filing amended tax returns at such Member's expense and paying any tax (including related interest, penalties or other additions to tax) due and indemnifying and paying Company for any tax liability imposed on Company that the Partnership

Representative reasonably determines is attributable to, and allocates to, the Member) in connection with the partnership audit procedures described in Chapter 63, Subchapter C of the Code. The obligations of the Members, including the indemnification and payment obligations, under this Section 7.6 shall survive such Member's withdrawal from Company.

(c) Safe Harbor Election.

(i) By executing this Agreement, each Member authorizes and directs Company to elect to have the safe harbor described in Section 4 of the proposed Revenue Procedure (the "**Safe Harbor**") set forth in Internal Revenue Service Notice 2005-43 (the "**IRS Notice**"), or any successor guidance or provision, apply to any interest in Company transferred to a service provider by Company in connection with services provided to Company on or after the effective date of the proposed Revenue Procedure. For purposes of making the Safe Harbor election, the Partnership Representative is hereby designated as the "partner who has responsibility for federal income tax reporting" by Company and, accordingly, execution of this Safe Harbor election by the Partnership Representative constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. Notwithstanding the foregoing provisions in this Section 7.6(c)(i), to the extent that any successor guidance to the IRS Notice, materially and adversely changes the obligations, or materially and adversely affects the economic rights, of the Members under the Safe Harbor, the Partnership Representative will not make such election and the Members will not be required to comply with such Safe Harbor or successor guidance unless and until the Partnership Representative consults with and obtains the consent of the Members.

(ii) Subject to Section 7.6(c)(i), Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, including the requirement that Company and each Member shall prepare and file all federal income tax returns reporting the income tax effects of each Company interest issued by Company that qualifies for the Safe Harbor in a manner consistent with the requirements of the IRS Notice as determined by the Partnership Representative in its discretion. A Member's obligations to comply with the requirements of this Section 7.6(c)(ii) shall survive such Member ceasing to be a Member of Company and/or the termination, dissolution, liquidation and winding up of Company and, for purposes of this Section 7.6(c)(ii), Company shall be treated as continuing in existence.

(iii) Notwithstanding anything to the contrary in this Agreement, each Member authorizes the Partnership Representative to amend, and the Partnership Representative has the power to amend, subject to the direction of Manager, this Section 7.6(c)(iii) and any other relevant provision herein to the extent necessary to achieve substantially the same or similar tax treatment with respect to any interest in Company transferred to a service provider by Company in connection with services provided to Company as set forth in Section 4 of the IRS Notice (e.g., to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance), provided that: (i) such amendment does not result in disproportionately adverse treatment of such Member as compared to the treatment of a Member holding similar Company interests; (ii) the amendment does not materially alter the economic rights of the Members under this Agreement; and (iii) to the extent the amendment arises from successor guidance to the IRS Notice that materially and adversely changes the obligations of the Members under the Safe Harbor, the Partnership Representative consults with and obtains the consent of Members prior to making such amendment.

ARTICLE IX TRANSFERS OF MEMBERSHIP INTERESTS

9.1 Transfer and Assignment of Interests. Subject to the requirements of this Article VIII and except for Transfers made pursuant to Sections 8.3, 8.6, 8.7 or 8.8, a Member may only Transfer all or any part of such Member's Membership Interest, upon the prior approval or consent of Manager, in accordance with the terms and conditions of this Agreement, including this Article VIII. After the consummation of any transfer of any part of a Member's Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Agreement and any further Transfers shall be

required to comply with all the terms and provisions of this Agreement. Any voluntary Transfer in violation of the provisions of this Article VIII shall be void *ab initio*.

9.2 Further Restrictions on Transfer of Interests. In addition to other restrictions contained in this Agreement, no Member shall Transfer all or any part of such Member's Membership Interest: (i) without compliance with all federal and state securities laws to the extent applicable; (ii) without providing Company prior Notice of the intent to effect such Transfer; (iii) except as otherwise agreed by Company, unless the transferor pays all expenses reasonably incurred by Company, including reasonable attorneys' fees and costs of Company, in connection with the Transfer; or (iv) to a Competitor without the approval of Manager.

9.3 Permitted Transfers. Notwithstanding the provisions of Sections 8.1, 8.5 and 8.6, the Membership Interest of any Member may be Transferred, with or without consideration, subject to compliance with Section 8.2, and without the prior consent of Manager or any Member, as follows: (i) in the case of a Member who is a natural Person, whether *inter vivos* or by will or the laws of descent and distribution, to (a) his or her spouse, (b) his or her lineal descendants (including adopted children and the children of such spouse), (c) any trust for the benefit of such Member or any Person listed in (a) or (b), or (d) to an entity wholly owned and controlled by such Member; so long as in the event of any Transfer pursuant to this Section 8.3, each such Transferring Member (unless deceased) and Transferee remains bound by the provisions of this Agreement.

9.4 Effective Date of Permitted Transfers. Any Transfer permitted by this Article VIII of all or any portion of a Member's Membership Interest shall be effective on the day upon which the requirements of this Article VIII, as applicable, have been satisfied. The Member that is a party to the Transfer shall provide Company with Notice of such Transfer as promptly as possible after the requirements of this Article VIII have been met, as well as any such documents as reasonably requested by Company upon such request. Any Transferee of all or any portion of a Member's Membership Interest shall take subject to the terms and provisions of this Agreement by signing a Joinder.

9.5 Right of First Refusal. For the purposes of this Section 8.5, decisions of Company shall require the consent of Manager.

(a) Prior to any Offeror Transferring all or part of such Offeror's Units (the "**Offered Units**") to any Person or group of Persons, the Offeror shall deliver prompt written Notice (the "**Company Right of First Refusal Notice**") to Company, which shall set forth all relevant information regarding such proposed Transfer, including, but not limited to: (i) the identity and address of each proposed Transferee; (ii) the number of Offered Units; (iii) the form and amount of consideration to be paid by such proposed Transferee for such Offered Units; and (iv) all other material terms and conditions of such proposed Transfer, including but not limited to representations and warranties to be given to the proposed Transferee and similar provisions, if known.

(b) Company shall have the right, but not the obligation (the "**Company Right of First Refusal Option**"), to purchase all or any portion of the Offered Units on the same terms and conditions as set forth in the Company Right of First Refusal Notice. Company may exercise the Company Right of First Refusal Option only by providing written Notice thereof to the Offeror within twenty (20) days after its receipt of the Company Right of First Refusal Notice (the "**Company Right of First Refusal Option Period**"); provided, however, that if the purchase price consists of, or includes, non-cash consideration: (i) the fair market value of such non-cash consideration shall be determined pursuant to Section 8.5(e); (ii) the Company Right of First Refusal Option Period shall not commence until the fair market value of such non-cash consideration has been so determined; and (iii) Company shall have the right to pay the Offeror a cash amount equal to the fair market value of such non-cash consideration in lieu of delivering such non-cash consideration. In the event that Company elects to exercise the Company Right of First Refusal Option, Company shall effect the purchase of the Offered Units, including payment of the purchase price, not more than fifteen (15) days after expiration of the Company Right of First Refusal Option Period.

(c) In the event Company does not elect to purchase all of the Offered Units available pursuant to the Company Right of First Refusal Option within the Company Right of First Refusal Option Period, the Offeror shall promptly deliver to each of the Class A Members: (i) a copy of the Company Right of First Refusal Notice and any other updated information relating to the information contained in the Company Right of First Refusal Notice (including, if applicable, the fair market value of any non-cash consideration as determined in accordance with Section 8.5(f)); (ii) a statement of the portion of the Offered Units that Company elected to purchase pursuant to Section 8.5(b) (if any); and (iii) a statement of the Remaining Offered Units (collectively, the “**Class A Member Right of First Refusal Notice**”). Each Remaining Class A Member shall have the right, but not the obligation (the “**Class A Member Right of First Refusal Option**”), to purchase such Remaining Member’s Allocated Portion of the Remaining Offered Units at the purchase price (or cash amount equal to the fair market value thereof as determined by Section 8.5(f)) set forth in the Member Right of First Refusal Notice. Each Remaining Member may exercise such Member’s Member Right of First Refusal Option by providing Notice thereof (which Notice shall include the maximum portion of such Remaining Offered Units that such Remaining Member desires to purchase) to the Offeror within fifteen (15) days after its receipt of the Member Right of First Refusal Notice (the “**Class A Member Right of First Refusal Option Period**”). In the event that any Remaining Member elects to exercise such Remaining Member’s Member Right of First Refusal Option, such Remaining Member shall effect the purchase of its Allocated Portion of the Remaining Offered Units, including payment of the purchase price, not more than fifteen (15) days after expiration of the Member Right of First Refusal Option Period. In the event that not all of the Remaining Offered Units are purchased by the Remaining Members hereunder, each Remaining Member that elected to acquire its Allocated Portion of the Remaining Offered Units shall be entitled to exercise a pro rata (based on such Remaining Member’s relative Allocated Portion of the excess Remaining Offered Units) right of overallocation to acquire any Remaining Offered Units not purchased by the other Remaining Members pursuant to this Section 8.5(c).

(d) In the event that the Class A members do not elect to purchase all of the Offered Units available pursuant to the Class A Right of First Refusal Option within the Class A, Right of First Refusal Option Period, the Offeror shall promptly deliver to each of the Class I Members: (i) a copy of the Company and Class A Right of First Refusal Notices and any other updated information relating to the information contained in the Company and Class A Right of First Refusal Notices (including, if applicable, the fair market value of any non-cash consideration as determined in accordance with Section 8.5(f)); (ii) a statement of the portion of the Offered Units that Company and Class A Members elected to purchase pursuant to Section 8.5(b) & 8.5(c) (if any); and (iii) a statement of the Remaining Offered Units (collectively, the “**Class I Member Right of First Refusal Notice**”). Each Remaining Class I Member shall have the right, but not the obligation (the “**Class I Member Right of First Refusal Option**”), to purchase such Remaining Member’s Allocated Portion of the Remaining Offered Units at the purchase price (or cash amount equal to the fair market value thereof as determined by Section 8.5(f)) set forth in the Member Right of First Refusal Notice. Each Remaining Member may exercise such Member’s Member Right of First Refusal Option by providing Notice thereof (which Notice shall include the maximum portion of such Remaining Offered Units that such Remaining Member desires to purchase) to the Offeror within fifteen (15) days after its receipt of the Member Right of First Refusal Notice (the “**Member Right of First Refusal Option Period**”). In the event that any Remaining Member elects to exercise such Remaining Member’s Member Right of First Refusal Option, such Remaining Member shall effect the purchase of its Allocated Portion of the Remaining Offered Units, including payment of the purchase price, not more than fifteen (15) days after expiration of the Member Right of First Refusal Option Period. In the event that not all of the Remaining Offered Units are purchased by the Remaining Members hereunder, each Remaining Member that elected to acquire its Allocated Portion of the Remaining Offered Units shall be entitled to exercise a pro rata (based

on such Remaining Member's relative Allocated Portion of the excess Remaining Offered Units) right of overallocation to acquire any Remaining Offered Units not purchased by the other Remaining Members pursuant to this Section 8.5(d).

(e) In the event that Company and the Remaining Class A & Class I Members elect to purchase fewer than all of the Offered Units pursuant to Section 8.5(b), 8.5(c) and 8.5(d), the Offeror shall have the right, but not the obligation, subject to compliance with Section 8.2 and Section 8.6, to Transfer the remaining Offered Units to the proposed Transferee, for the purchase price and upon the terms and conditions set forth in the Company Right of First Refusal Notice, which right shall be exercisable for a period of thirty (30) days immediately following the expiration of the Member Right of First Refusal Option Period. If the Transfer is not consummated within such period in the manner described above on the same terms and conditions set forth in the Company Right of First Refusal Notice, then the Offeror shall continue to hold the remaining Offered Units subject to the provisions of this Agreement and the provisions of this Article VIII must be satisfied *de novo* before the Offeror can Transfer the Offered Units.

(f)

(i) In the event that the consideration offered by a proposed Transferee consists, in whole or in part, of non-cash consideration, the fair market value of such non-cash consideration shall be determined by the Offeror in Offeror's good faith reasonable discretion, and shall be set forth in the Company Right of First Refusal Notice. If Company or a Remaining Member holding at least ten percent (10%) of the Percentage Interests, based upon its good faith reasonable belief, objects to such fair market value determination within seven (7) days after delivery to it of the Company Right of First Refusal Notice or Member Right of First Refusal Notice, as applicable, the fair market value of such non-cash consideration shall be determined in writing by an independent and duly qualified appraiser having a minimum of five (5) years' experience in making similar appraisals (a "**Qualified Appraiser**") mutually agreed to by the Offeror and Manager. The Qualified Appraiser shall prepare and deliver to each of the Offeror and Company or Remaining Member, as applicable, a written appraisal of the fair market value of the non-cash consideration as of the date of the Company Right of First Refusal Notice, and such determination by the Qualified Appraiser shall be final and binding upon the parties. The cost of such Qualified Appraiser shall be borne by the Offeror.

(ii) Company and each Member hereby acknowledge that time is of the essence with respect to the determination of any non-cash consideration pursuant to this Section 8.5(e), and hereby agree to cooperate fully with the other parties, and take all necessary and advisable actions, in order to facilitate the determination of such fair market value in an expeditious and timely basis, including without limitation, by executing additional instruments, documents and agreements as may be reasonably necessary to facilitate the determination of such fair market value; provided, however, that if a Qualified Appraiser is necessary, Company's and the Remaining Members' respective option periods shall be extended to the extent necessary to determine such non-cash consideration.

9.6 Tag-Along Rights.

(a) if any Offeror desires to Transfer all or any portion of its Units, the Offeror shall deliver a tag-along Notice (the "**Tag-Along Notice**") to each Remaining Member no later than three (3) days after the expiration of the Member Right of First Refusal Option Period. The Tag-Along Notice shall include all of the information previously included in the Member Right of First Refusal Notice. The Remaining Members shall have the right to elect to participate in the proposed Transfer, upon the terms and conditions set forth in the Tag-Along Notice, by delivering Notice of such election to the Offeror and Company within fifteen (15) days after the Tag-Along Notice is delivered to such Remaining Member (such fifteen (15) day period, the "**Tag-Along Option Period**"). Each Remaining Member shall be entitled, but is not required, to sell to the prospective Transferee, on substantially the same terms and conditions as the Offeror, such Remaining Member's Allocated Portion of the Offered Units. Each Remaining Member that exercises its

right to sell any portion of its Membership Interest pursuant to this Section 8.6(a) agrees to timely take all such other actions as the Offeror reasonably requests in connection with such proposed Transfer (provided the Offeror is taking such action), and to make representations and warranties and agree to covenants and indemnities that are substantially similar to those made by the Offeror in connection with such Transfer. If any Remaining Member elects to sell its Allocated Portion of the Offered Units pursuant to this Section 8.6(a), the aggregate Units that the Offeror shall be entitled to Transfer shall be reduced by an amount equal to such electing Remaining Member's Allocated Portion.

(b) Failure by a Remaining Member to deliver to the Offeror and Company a Notice of its intent to participate prior to the expiration of the Tag-Along Option Period shall be deemed an election of such Remaining Member not to participate in the proposed Transfer. To the extent that any prospective Transferee refuses to purchase such Membership Interest from any Remaining Member, the Offeror shall not sell any Membership Interest to such prospective Transferee unless and until, simultaneously with such sale, the Offeror purchases such Membership Interest from such Remaining Member(s) for the same consideration and on the same terms and conditions as set forth in the Tag-Along Notice. If the Tag-Along sale is not consummated within thirty (30) days following the expiration of the Tag-Along Option Period in the manner described above on the same terms and conditions set forth in the Tag-Along Notice, then the Offeror shall continue to hold the Offered Units subject to the provisions of this Agreement and the provisions of this Article VIII must be satisfied *de novo* before the Offeror can Transfer the Offered Units.

9.7 Drag-Along Rights.

(a) Notwithstanding any other provision of this Agreement (including, without limitation, any other provision of this Article VIII), if each of: (i) Manager; and (ii) a Majority-in-Interest (collectively, the “**Drag-Along Group**”) shall approve or consent to enter into, or propose to enter into, a transaction (or a series of related transactions) whereby (a) the Members would Transfer an aggregate number of Units representing more than fifty percent (50%) of the Units then issued and outstanding to one or more Persons, (b) Company would consolidate or merge with or into any other Person (other than one in which Members own a majority by voting power of the Equity Interests of the surviving or acquiring entity) or enter into a reorganization, in each case in which the Members immediately prior to such consolidation, merger or reorganization own Equity Interests of the entity surviving such merger, consolidation or reorganization representing less than fifty percent (50%) of the combined voting power or economic interests of the outstanding securities of such entity immediately after such consolidation, merger or reorganization, or (c) Company and its Subsidiaries (on a consolidated basis) would sell all or substantially all of its assets (each a “**Drag-Along Transaction**”), then such Drag-Along Group shall have the option to require all, but not less than all, of the other Members to: (v) consent to, vote in favor of, and raise no objections against such Drag-Along Transaction and vote in opposition to any and all other proposals that delay or impair the ability of Company to consummate such Drag-Along Transaction; (w) sell the same percentage of their Units as proposed to be sold by the Drag-Along Group in such Drag-Along Transaction; (x) timely take all such other actions as such Drag-Along Group, on its own behalf, reasonably requests in connection with such proposed Drag-Along Transaction, including executing and delivering documents relating to the Drag-Along Transaction in the same form as executed and delivered by the Drag-Along Group; (y) reasonably cooperate with the Drag-Along Group in connection with the consummation of the Drag-Along Transaction; and (z) agree not to assert any “dissenters” or similar statutory or legal right or otherwise challenge such Drag-Along Transaction; provided, that the liability for indemnification, if any, of the Members for the inaccuracy of any representations and warranties made by Company in connection with such Drag-Along Transaction, shall be several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of Company), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Members in connection with such Drag-Along Transaction. The aggregate purchase price paid by the Transferee(s) or the purchaser(s) in a Drag-Along Transaction shall be allocated and disbursed to each of the Members in the same order and manner as distributions under Section 4.5.

(b) The rights of such Drag-Along Group under this Section 8.7 may be exercised only by delivery by or on behalf of such Drag-Along Group to each other Member of a written Notice (the “**Sale Notice**”) of such proposed Drag-Along Transaction no later than ten (10) days prior to the proposed closing thereof. The Sale Notice shall make reference to the obligations of the Members hereunder and shall describe: (i) the Percentage Interest then owned by each Member; (ii) the name of the Transferee(s) or purchaser(s); (iii) the material and relevant terms and conditions of the Drag-Along Transaction, including the form and amount of the consideration to be paid therefor; and (iv) the proposed date, time and location of the closing of such Drag-Along Transaction (if known). Each other Member shall thereupon deliver at such closing duly executed documents in respect of such Drag-Along Transaction consistent with the requirements of this Section 8.7.

9.8 Repurchase by Company. Company may enforce its rights to repurchase Units from Members in accordance with any applicable Award Agreement, Incentive Plan or other agreement (“**Repurchase Rights**”), and any Transfer that takes place pursuant to any such Repurchase Rights shall be exempt from the requirements of this Article VIII.

8.8.1 Unless the parties agree to another price in writing, the price for each share of capital stock to be sold under this Agreement shall be equal to its fair market value as an ongoing business concern as determined in the sole discretion of the company's Certified Public Accountant, (CPA) and such determination by the CPA shall be binding and conclusive upon the parties hereto.

8.8.2 Unless the parties agree otherwise, the purchase price shall be paid as follows:

i. Twenty-five percent (25%) of the amount determined to be due as the price to be paid at the closing in addition to any insurance proceeds and the balance to be payable by the execution of a promissory note in such amount to be repaid in sixty (60) installments, such note to be secured by the stock being sold.

ii. The promissory note shall bear interest until paid in full at the prime rate as determined from time to time by the Federal Reserve Bank or any other bank as determined by and agreed upon by the Stockholders.

iii. In the event that suit shall be required to collect on the promissory notes above referred to, then in such event, the defaulting Stockholder or the Corporation shall pay for attorney fees, and courts costs, incurred in such action.

9.9 Involuntary Transfers. Except as otherwise provided in this Agreement, upon any involuntary Transfer of a Membership Interest in violation of this Article VIII (including, without limitation, by means of the dissolution, death (except pursuant to a permitted transfer as set forth in Section 8.3) or mental disability of a Member, a court award in a divorce or similar proceeding or by other operation of law), the Transferee shall hold only an Economic Interest.

ARTICLE X DISSOLUTION AND WINDING UP

10.1 Mandatory Dissolution. Company shall be dissolved immediately upon the first to occur of the following events:

- (a) the sale of all or substantially all of Company's assets and conversion of the purchase price for such assets into cash when the provisions of Section 9.2 have been met;
- (b) the entry of a decree of judicial dissolution pursuant to Section 44 of the Act, as amended from time to time, and any succeeding law; or
- (c) the approval of Manager and a Majority-in-Interest.

10.2 Discretionary Dissolution. Company may be dissolved, at the sole discretion of Manager, at any time after the sale of all or substantially all of Company's assets; provided that in the absence of approval by Manager prior to such date, Company shall be dissolved thirty-six (36) months following the date of such sale.

10.3 Winding Up. Upon the dissolution of Company, Company shall engage in no further business other than that necessary to wind up the business and affairs of Company. Manager shall select a Person, who may or may not be a Member or Manager, to wind up the affairs of Company in an orderly manner (such selected Person shall be the "**Designee**"). The Designee shall give Notice of the commencement of winding up by mail to all known creditors and claimants against Company whose addresses appear in the records of Company. After paying or adequately providing for the payment of all known debts and liabilities of Company (including all costs of dissolution) and the establishment of reasonable reserves that the Designee may deem reasonably necessary for contingent or unforeseen liabilities or obligations of Company, the remaining assets of Company shall be distributed or applied to the Members in the same order and manner as distributions under Section 4.5.

10.4 Distributions-in-Kind. Any non-cash asset distributed to one or more Members shall first be valued at its fair market value to determine the Net Profits or Net Losses that would have resulted if such asset were sold for such value. Such Net Profits or Net Losses shall then be allocated among the Members pursuant to Article IV, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The Designee shall reasonably determine the fair market value of such asset.

10.5 Limitations on Payments Made in Dissolution. Each Member shall look solely to the assets of Company for the return of such Member's Capital Contribution (including, for a return of and on its investment) and shall have no right or power to demand or receive property other than cash of Company. If the assets of Company remaining after payment or discharge of the debts and liabilities of Company are insufficient to return the Capital Contribution of each Member (including, for a return of and on its investment), each such Member shall have no recourse against Company, Manager or any Member or Affiliate thereof for indemnification, contribution or reimbursement except as specifically provided in this Agreement.

10.6 No Liability. Notwithstanding anything to the contrary contained in this Agreement, upon liquidation of Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, if any Member has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during such liquidation occurs), that Member shall not have any obligation to make any contribution to the capital of

Company and the negative balance of that Member's Capital Account shall not be considered to be a debt owed by any such Member to Company or to any other Person for any purpose whatsoever.

10.7 Certificate of Cancellation. Upon completion of the winding up of the affairs of Company, Manager, Designee or other Person(s) winding up the affairs of Company, shall cause to be filed in the office of, and on a form prescribed by, the Massachusetts Secretary of the Commonwealth, a certificate of cancellation.

10.8 Termination. Company shall terminate when all the assets of Company have been distributed in the manner provided for in this Article IX, and the certificate of cancellation is filed in accordance with Section 9.7.

ARTICLE XI LIABILITY/INDEMNIFICATION

11.1 Liability.

(a) No Member or Manager shall be personally liable for any debt, obligation or liability of Company, whether that liability or obligation arises in contract, tort or otherwise, except as otherwise provided in the Act or in this Agreement.

(b) No Member or Manager shall be liable, responsible or accountable, in damages or otherwise, to any Member or to Company for any act or omission by such Member or such Manager within the scope of the authority conferred on such Member (as a Member) or such Manager by this Agreement, except for any liability that results from such Member's gross negligence, willful misconduct or material breach of this Agreement.

11.2 Indemnification of Members, Manager and Certain Officers. Company shall defend, indemnify and hold harmless the Members, Manager, and any officer of Company, in their capacity as such, and each of their respective partners, officers, directors, shareholders, managers, members, attorneys, accountants and trustees (individually, an "**Indemnitee**") to the fullest extent permitted by law in effect on the date hereof and to such greater extent permitted by law as may hereafter from time to time permit, against any and all Losses, amounts paid in settlement, judgments, fines, penalties and ERISA excise taxes actually incurred by or levied against such Indemnitee in connection with any Proceeding to which the Indemnitee was or is a party or is threatened to be made a party, or in which the Indemnitee is otherwise involved, by reason of the fact that the Indemnitee was or is a Member, Manager or an officer of Company, other than such a Proceeding initiated by such Person (an "**Excluded Proceeding**"). Each Indemnitee is entitled to indemnification under this Section 10.2 in the case of such Proceedings (other than Excluded Proceedings) in all instances, without further action or determination by Company, except in the event that it has been judicially determined that the Indemnitee is guilty of gross negligence, bad faith, recklessness, fraud or willful misconduct in the discharge of Indemnitee's duties or that Indemnitee has breached this Agreement in any material way.

11.3 Defense of Proceeding.

(a) An Indemnitee shall give prompt Notice to Company of the commencement, assertion or threat of any Proceeding in respect of which such Indemnitee shall seek defense or indemnification hereunder. Any failure to so notify Company shall not relieve Company from any liability that it may have to such Indemnitee under this Agreement except to the extent that the failure to give such Notice materially and adversely prejudices Company.

(b) Company (with the approval of Manager) shall have the right to assume control of the defense, settlement or other disposition of such Proceeding on such terms, as it deems appropriate; provided, however, that:

(i) if Company so elects to assume the control of the defense, settlement or other disposition of such Proceeding, it will notify the Indemnatee reasonably promptly so as to avoid any material adverse prejudice to the Indemnatee;

(ii) the Indemnatee shall be entitled, at Indemnatee's own expense, to participate in the defense of any Proceeding;

(iii) Company shall obtain the prior written approval of the Indemnatee, which approval shall not be unreasonably withheld, conditioned or delayed, before entering into or making any settlement, compromise, admission, or acknowledgment of the validity of such Proceeding or any liability in respect thereof if, pursuant to or as a result of such settlement, compromise, admission, or acknowledgment, injunctive or other equitable relief would be imposed against the Indemnatee;

(iv) Company shall not consent to the entry of any judgment or enter into any settlement with or involving any claimant or plaintiff that does not include as an unconditional term thereof the execution and delivery of a release from all liability in respect of such Proceeding by such claimant or plaintiff to, and in favor of, such Indemnatee; and

(v) The parties hereto shall extend reasonable cooperation in connection with the defense of any Proceeding pursuant to this and, in connection therewith, shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested.

(c) In the event Company elects not to assume control of the defense, settlement or other disposition of such Proceeding: (i) Company shall make payments of all amounts required to be made pursuant to the provisions of this Article X to or for the account of the Indemnatee from time to time promptly upon receipt of bills or invoices relating thereto or when otherwise due and payable, provided, that the Indemnatee has agreed in writing to reimburse Company for the full amount of such payments if the Indemnatee is ultimately determined not to be entitled to such indemnification; (ii) Indemnatee shall obtain the prior written approval of Company, which approval shall not be unreasonably withheld, conditioned or delayed, before entering into or making any settlement, compromise, admission, or acknowledgment of the validity of such Proceeding or any liability in respect thereof; and (iii) the parties hereto shall extend reasonable cooperation in connection with the defense of any Proceeding pursuant to this and, in connection therewith, shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested.

11.4 Permissive Indemnification. Subject to the mandatory indemnification obligations of Company set forth in Section 10.2, Company (with the approval of Manager) may, but shall not be obligated to, indemnify any Person who was or is a party or is threatened to be made a party to, or otherwise becomes involved in, any Proceeding (including, without limitation, an Excluded Proceeding) by reason of the fact that such Person was or is a Member, Manager, officer, employee, or agent of Company, to the same extent as is provided in Sections 10.2 and 10.3 with respect to the Indemnitees set forth therein or to such lesser extent and upon such terms and conditions as Manager deems appropriate in its business judgment.

11.5 Indemnity Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the provisions of this Article X, shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of expenses may be entitled under any agreement, action of the Members, or otherwise, both as to action in such Person's capacity as an agent of Company and as to action in another capacity while serving as an agent. All rights to indemnification under

this Article X shall be deemed to be provided by a contract between Company and each Indemnitee while this Agreement and relevant provisions of the Act and other applicable law, if any, are in effect. Any repeal or modification hereof or thereof shall not affect any such rights then existing.

11.6 Insurance. Company may purchase and maintain “directors and officers” (*i.e.*, D&O) insurance with a carrier as determined by Manager, and will use commercially reasonable efforts to cause any such purchased insurance policies to be maintained until such time as Manager determines that such insurance should be discontinued. Subject to review of the annual cost and approval by Manager, Company may acquire life insurance on key employees in amounts satisfactory to Manager with proceeds therefrom payable to Company.

11.7 Partial Indemnification. If a Person is entitled under any provision of this Article X to indemnification by Company for a portion of Losses, incurred by such Person in connection with any Proceeding but not, however, for the total amount thereof, Company shall nevertheless indemnify such Person for the portion of such Losses, amounts paid in settlement, judgments, fines, penalties or ERISA excise taxes to which such Person is entitled.

11.8 Heirs and Estate. The indemnification provisions and advancement of expenses provided by, or granted pursuant to, this Article X shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be an agent of Company and shall inure to the benefit of such Person’s heirs and estate.

11.9 Assets. Any indemnification under this Article X shall be satisfied solely out of the assets of Company. No Member or Manager shall be subject to personal liability or required to fund or cause to be funded any obligation by reason of these indemnification provisions.

11.10 Survival of Indemnification. In the event Company merges with another entity and Company is not the surviving entity, or transfers all of its assets, proper provisions shall be made so that successors of Company assume Company’s obligations with respect to indemnification of Manager and officers.

ARTICLE XII CONFIDENTIALITY

12.1 Proprietary Information. Each Member and Manager acknowledges and agrees that it will receive and become aware of certain information that is proprietary to Company or any of its Subsidiaries, including, without limitation, prices, costs, software, designs, formulas, code, applications, personnel, knowledge, customer information, supplier information, manufacturer information, distributor information, marketing plans, business plans, data and techniques, other non-public information concerning the business or finances of Company, and other information the disclosure of which might harm or destroy the competitive advantage of Company (all of the foregoing shall hereinafter be referred to as the “**Proprietary Information**”). Notwithstanding the foregoing, the Proprietary Information shall not include any information that: (i) a Member or Manager has or obtains other than as a result of being a Member or Manager, as applicable; (ii) is generally known or becomes part of the public domain through no fault of a Member or Manager; or (iii) is required to be disclosed in the context of any administrative or judicial proceeding.

12.2 Confidentiality. Each Member and Manager agrees that it shall not, directly or indirectly, disclose any Proprietary Information to third parties other than such Member’s or such Manager’s (as applicable) attorneys, accountants, and financial advisors, copy or use any Proprietary Information, or publish any Proprietary Information, except for the purpose of fulfilling its obligations to Company.

12.3 Equitable Relief. Each Member and Manager hereby acknowledges and agrees that the breach by a Member or Manager of its covenants and obligations under this Article XI may cause irreparable harm and significant injury to Company that could be difficult to limit or quantify. Accordingly, each Member and Manager agrees that Company shall have the right to seek an immediate injunction, specific performance or other equitable relief due to any such breach, without posting any bond therefor, in addition to any other remedies that may be available to Company or the other Members and Manager at law or in equity.

ARTICLE XIII POWER OF ATTORNEY

13.1 Appointment of Manager as Attorney-in-Fact.

(a) Each party to this Agreement, by the execution of this Agreement, irrevocably constitutes and appoints Manager as such party's true and lawful attorney-in-fact with full power and authority in its name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the following actions:

(i) All fictitious name certificates and all certificates and other instruments (including the Certificate of Organization and counterparts of this Agreement), and any amendment or restatement thereof, that Manager deems appropriate to form, qualify or continue Company as a limited liability company in the jurisdictions in which Company may conduct business or in which such formation, qualification or continuation is, in the opinion of Manager, necessary or desirable to protect the limited liability of the Members;

(ii) All instruments that Manager deems appropriate to reflect a change or modification of Company in accordance with the terms of this Agreement;

(iii) All bills of sale, assignment forms or other appropriate transfer documents necessary to effectuate Transfers of a Member's Membership Interest in accordance with Article VIII; and

(iv) All conveyances and other instruments that Manager deems reasonably appropriate to reflect the dissolution and termination of Company, which has been authorized in accordance with the terms of this Agreement.

(b) The foregoing appointment shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the parties to this Agreement will be relying upon the power of Manager to act as contemplated by this Agreement in any filing and other action by Manager on behalf of Company, and shall survive the bankruptcy, death, adjudication of incompetence or insanity, or dissolution of any Member hereby giving such power and the transfer or assignment of all or any part of the Membership Interest of such Member; provided, however, that in the event of the Transfer by a Member of all of its Membership Interest, the foregoing power of attorney of a transferor Member shall survive such Transfer only until such time as the Transferee shall have been admitted to Company as a Member, and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

ARTICLE XIV SECURITIES LAWS AND INVESTMENT REPRESENTATIONS

14.1 Securities Laws. The sale of Membership Interests in Company to the Members has not been qualified or registered under the securities laws of any state, nor registered under the Securities Act of 1933, as amended (the "**Securities Act**"), in reliance upon exemptions from the registration provisions of such laws. In addition, no attempt has been made to qualify the offering and sale of Membership Interests to

Members under any state's "blue sky" laws, also in reliance upon exemptions from any requirements that a permit for issuance of securities be procured.

Each Member hereby represents and warrants to the other Members and Company as follows:

14.2 Pre-existing Relationship or Experience. Such Member has a pre-existing personal or business relationship with Company, Manager or one or more of such party's officers or controlling Persons, which may include such Member's position as an officer or employee of Company, or by reason of such Member's business or financial experience (including, without limitation, experience in making investments similar to such Member's investment in Company), such Member is capable of evaluating the risks and merits of an investment in Company and of protecting such Member's own interests in connection with this investment.

14.3 High-Risk Investment. Each Member understands that there is an extremely high degree of risk in this investment. Investment into Company should not be purchased by any purchaser who cannot afford the loss of its entire investment. An investment in a Membership Interest is riskier than an investment in publicly traded securities of companies traded on exchanges or over-the-counter, mutual funds, certificates of deposit, municipal bonds, corporate bonds, government obligations or securities purchased in firmly underwritten offerings. Only those investors who can tolerate such risk should purchase the Membership Interest.

14.4 No Advertising. Such Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, article or any other form of advertising or general solicitation with respect to the sale of the Membership Interests.

14.5 Investment Intent. Such Member is acquiring the Membership Interest for investment purposes for such Member's own account and not with a view to or for sale in connection with any distribution of all or any part of the Membership Interest.

14.6 Accredited Investor. Such Member is an "accredited investor" within the meaning of Rule 501 under Regulation D of the Securities Act.

14.7 No Obligation to Register. Such Member understood as of the date of such Member's investment in Company, and understands as of the Effective Date, that Company and Manager are under no obligation to register or qualify the Membership Interest under the Securities Act or under any state securities law, or to assist such Member in complying with any exemption from registration and qualification.

14.8 Information Reviewed. Prior to the date on which such Member invested in Company, such Member received and reviewed all information such Member considered necessary or appropriate for deciding whether to purchase the Membership Interest. Prior to making such Member's investment in Company, such Member had an opportunity to ask questions and receive answers from Company and Manager regarding the terms and conditions of purchase of the Membership Interest and the business, financial affairs, assets, and other aspects of Company and its business, actual and prospective.

14.9 Power and Authority. Such Member has all necessary power and authority to execute and deliver this Agreement, and, if such Member is an entity, the individual signing this Agreement on behalf of, or as an officer or manager of, such Member, has all corporate, limited liability company or partnership power and authority as such to execute and deliver this Agreement and to render this Agreement and all its relevant provisions enforceable against the relevant Member.

ARTICLE XV GENERAL PROVISIONS

15.1 Notices. Any notice that may or must be given under this Agreement (each, a “**Notice**”) shall be in writing and sent to the relevant address of the intended recipient set forth on Schedule I hereto, or, if such Notice is by means of e-mail, to the e-mail address set forth under the intended recipient’s name on Schedule I hereto. A Notice from: (i) Company or Manager to a Member (as such); or (ii) from Company to Manager (as such), shall be deemed given: (a) when delivery is confirmed by a recognized overnight courier (e.g., FedEx); (b) when personally delivered to the recipient; (c) when transmitted by e-mail, and such transmission is electronically confirmed as having been successfully transmitted; or (d) when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the Notice to the recipient. All Notices to Company, or from a Member to Manager (as such), or from a Member to other Members (as such), shall be deemed given by the sender thereof when personally delivered to the recipient or when delivery is confirmed by a recognized overnight courier (e.g., FedEx).

15.2 Entire Agreement; Amendment. This Agreement, together with any annexes, appendixes, exhibits and schedules hereto, shall constitute the whole and entire agreement of the parties hereto with respect to the matters set forth herein. This Agreement shall not be modified or amended in any respect except with the approval of a Supermajority.

15.3 Choice of Law; Interpretation. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts, and notwithstanding the fact that one or more counterparts hereof or of any document associated herewith or with Company may be executed outside of Massachusetts or one or more of the obligations of the parties hereto or to any document associated herewith or with Company may or shall be performed outside of Massachusetts. This Agreement shall not be construed strictly against the drafter hereof or such drafter’s Affiliates. Without limiting the foregoing sentence, the parties agree that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by constructing such provisions or any part of (or the entirety of) this Agreement in favor of or against any of the parties hereto (including, without limitation, the drafter hereof or thereof), but rather by construing the terms of this Agreement and/or such document fairly and reasonably in accordance with their generally accepted meaning.

15.4 Jurisdiction. The parties hereto hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts sitting in Suffolk County, Massachusetts, for any action, suit, proceeding, claim or counterclaim directly or indirectly arising out of, under or in any way relating to this Agreement or the transactions contemplated by this Agreement. Each Member further agrees that personal jurisdiction over such Member may be effected by service of process by personal delivery or by a nationally recognized overnight courier addressed as provided in Section 14.1 of this Agreement, and that when so made shall be as if served upon such Member personally within the Commonwealth of Massachusetts.

15.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their respective legal representatives, successors and assigns.

15.6 Spousal Consent. Each spouse of a Member or other signatory hereto hereby acknowledges, by executing a copy of a Consent of Member’s Spouse substantially in the form of Exhibit B attached hereto, that he or she has read and understands the contents of this Agreement and agrees that the ownership and Transfer of any Membership Interest subject to this Agreement, including any community property interest he or she may have in such Membership Interest, shall be governed by this Agreement. In the event that a

Member marries subsequent to the execution of this Agreement, the Member agrees, warrants and covenants that: (i) any interest in the Membership Interest that the subsequent spouse shall obtain by virtue of marriage, shall be subject to the terms of this Agreement; and (ii) the subsequent spouse shall either (a) execute a copy of a Consent of Member's Spouse substantially in the form of Exhibit B attached hereto as soon as practical following the marriage or (b) shall have executed a separate binding agreement prior to the marriage of such spouse-to-be's understanding and agreement that the Member's Membership Interest shall be and remain such Member's sole and separate property following the marriage of the parties and subject to the provisions of this Agreement as such.

15.7 Injunctive Relief; Specific Performance. The parties hereby agree and acknowledge that a breach of any material term, condition or provision of this Agreement that provides for an obligation other than the payment of money may result in severe and irreparable injury to the other parties, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to seek injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof, and the parties hereby irrevocably consent to the issuance of any such injunction. The parties further agree that no bond or surety shall be required in connection therewith.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or email, and each of which will be deemed an original of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

15.9 Number and Gender. The use of the neuter gender herein shall be deemed to include the feminine and masculine genders. The use of either the singular or the plural includes the other unless the context clearly requires otherwise.

15.10 Further Assurances. Each party hereto shall timely execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of such party's obligations hereunder and to carry out the intent of the parties hereto.

15.11 Partition. Each Member irrevocably waives any right that such Member may have to maintain an action for partition with respect to property of Company.

15.12 Authority to Contract. Each party hereto hereby represents and covenants to the other Members that such party has the capacity and authority to enter into this Agreement without the joinder of any other Person. All undertakings and agreements herein shall be binding upon the Members hereto, their permitted successors and assigns.

15.13 Titles and Headings. The Article, Section and Paragraph titles and headings contained in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define, limit, extend or proscribe the scope of this Agreement or the intent or content of any provision hereof. All references to sections, articles, schedules or exhibits contained herein mean sections, articles, schedules or exhibits of this Agreement unless otherwise stated.

15.14 Validity and Severability. If any provision of this Agreement is held invalid or unenforceable, such decision shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

15.15 Statutory References. Each reference in this Agreement to a particular statute or regulation, or a provision thereof, shall be deemed to refer to such statute or regulation, or provision thereof, or to any

similar or superseding statute or regulation, or provisions thereof, as is from time to time in effect. Where any provision of this Agreement modifies, contradicts or is otherwise inconsistent with the Act, the provisions of this Agreement shall govern and control to the maximum extent allowable under Massachusetts law.

15.16 Construction. Whenever examples are used in this Agreement with the words “including,” “for example,” “any,” “each,” “e.g.,” “such as,” “etc.” or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof, and “all” shall mean “any and all.” All uses of the word “or” herein are as a logical disjunction unless otherwise specified. All references to the masculine, feminine or neuter genders shall mean and include all genders.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective
Date.

Highmark Provisions, LLC, a Massachusetts limited liability company

By its Manager:



5-20-21

Members:



5/20/2021



5/20/2021

SCHEDULE I

Members, Units, Percentage Interests, Capital Contributions and Capital Accounts

<u>Member</u>	<u>Units</u>	<u>Class</u>	<u>Percentage Interest</u>	<u>Capital Contributions</u>	<u>Capital Account</u>
Mark Gaunya		A	73%	219,000	219,000
Grayson Gaunya		A	20%	60,000	60,000
Farmhaus		A	5%	15,000	15,000
Jules D'Alessandro		I	2%	6,000	6,000
Totals			100%	300,000	300,000

EXHIBIT A

CONSENT OF MEMBER'S SPOUSE

I acknowledge that I have read and understand the contents of the Limited Liability Company Operating Agreement of Highmark Provisions, LLC, dated as of _____ (as amended from time to time, the "Agreement"). I am aware that by its provisions, my spouse has agreed to certain restrictions on the sale of the Membership Interest presently held by my spouse, and that upon the death or disability of my spouse, or upon the legal separation or dissolution of my marriage to my spouse, certain obligations to such Membership Interest must be adhered to.

I hereby approve and consent to the provisions of the Agreement and agree that to the extent, if any, that I have or hereafter acquire any interest in any portion or all of the Membership Interest, I shall be bound by and shall comply with all of the terms of the Agreement. I do further agree that if I predecease my spouse, any interest in the Membership Interest passing under my will shall pass subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Member's Spouse as of the date, month and year written below.

Dated: _____

By: _____
Name: _____
Address: _____

Highmark Provisions – Department of Unemployment Assistance Attestation

At this time, Highmark Provisions is not eligible for a Certificate of Good Standing from the Department of Unemployment Assistance until hiring employees. Once eligible, a Certificate of Good Standing from the Department of Unemployment Assistance will be procured and kept on record.

Highmark Provisions

Plan to Obtain Liability Insurance

Upon receiving a Provisional Marijuana Establishment License from the Massachusetts Cannabis Control Commission, Highmark Provisions (HMP) will be engaging its insurance broker to obtain and maintain insurance coverage as follows:

- General Liability Insurance Coverage for:
 - No less than \$1,000,000 per occurrence
 - No less than \$2,000,000 in aggregate, annually
 - Deductible no higher than \$5,000 per occurrence
- Product Liability Insurance
 - No less than \$1,000,000 per occurrence
 - No less than \$2,000,000 in aggregate, annually
 - Deductible no higher than \$5,000 per occurrence

If unable to obtain the required insurance coverage, HMP will place a minimum of \$250,00 into an escrow account to be used solely for the coverage of liabilities. Any expenditure from this account will be replenished within at least ten business days.

HMP will maintain documentation and reports detailing compliance with 935 CMR 500.105(1) in a manner and form determined by the Commission and make this documentation and any reports available to the Commission upon request.

HighMark Provisions, LLC

1. Company mission statement

HighMark Provisions is passionately committed to Company *Culture*, Consumer *Experience* and *Cultivating* the highest *Quality* Cannabis for the avid cannabis connoisseur of Massachusetts.

HighMark Provisions is Massachusetts' newest Cannabis Cultivation facility, designed to create a new tier of quality with our premium line of products for the everyday Massachusetts cannabis connoisseurs. Our passions lie in cultivating premium cannabis products, establishing a cohesive company culture, and creating an upscale consumer experience. Our elite team takes pride in controlling all aspects of the seed to sale process. At HMP, our luxury products are curated by utilizing state of the art technology in our newly renovated facility, through testing processes, and highly sought out elite genetics.

2. Company philosophy and vision

Our journey to make the world a better place is holistic – it's who we are. To be engaged, you must feel included and valued. We will create and nurture a culture where inclusiveness is a reflex, not an initiative. Where there is a deep sense of pride, passion and belonging that encourages different ideas, perspectives and backgrounds to create a stronger and more creative culture that delivers better results for our clients and gives back to the Community.

3. Company goals

Three years from now, HighMark Provisions, LLC (HMP) will have raised start-up capital for build out at 201 Summer Street in Holliston, will be CCC licensed, facility built out and operational, will have executed on our strategic business plan, brand identity and more. HMP aims to attract passionate cannabis team members who are highly knowledgeable, hyper-focused on our customer's experience and soul connected to the vision. Our culture, focus on the customer experience and commitment to giving back to the community is what separates us from the rest. HMP is recognized as an environmentally friendly, operationally efficient, community conscious locally owned and operated cannabis cultivation and distribution organization. HMP will be known as the premium brand cannabis cultivator and distributor in Massachusetts

4. Target market

Our business will provide the highest quality indoor Cannabis for the passionate, daily consumer of Cannabis in MA. Create a members only exclusive benefit in the business model that targets this demographic because they appreciate and will spend money on

the highest quality Cannabis. As a result of this target market focus, the business will generate a higher yield of revenue per square foot and a unique brand in the Cannabis space that is known for the high quality of its product and experience for the consumer.

5. Industry

The cannabis industry in Massachusetts is certainly on the rise. As of 2018, nearly \$1 Billion in Gross sales since commencement of Adult-Use Recreational use. Within just this past year, the state has seen sales of \$600 Million from 1/1/2020 to 11/23/2020. Projected State Tax Revenue at 17% of Gross Sales for FY2020 estimated at \$132 Million, projecting the Massachusetts FY2020 retail market to top \$700 Million in Gross Sales²

6. Indoor Cultivation operations

While most facilities take a more aggressive approach to their build out in attempt to generate as much sellable flower as soon as possible, here at HMP we have decided to take a much different approach (see below) with our phased build out approach, it allows us to 'grow' into the facility gradually as we build out our rooms one phase at a time. By doing so, we will ultimately keep our initial costs down, ensure quality control, create greater brand value with such a small scale 'craft' indoor production.

Phased Build-Out Approach

Phase 1: Tier 2 Cultivation + Product Manufacturing (>5,000sf)

Phase 2: Tier 2 Cultivation + Product Manufacturing (>7,000sf)

Phase 3: Tier 2 Cultivation + Product Manufacturing (>8,000sf)

Phase 4: Tier 3 Cultivation + Product Manufacturing (>10,000sf)

Aligned with Massachusetts Market Demand

Total Warehouse Size is 52,000 sf

Initial buildout of >5,000 sf of total canopy

High Efficiency Indoor Production

Indoor Standard at \$600-\$1,000/lb

Greater brand value with small scale “green” production

Higher long-term viability building indoor in 1st phase

Lean Operational Design to Optimize Production

Capacity and Workflow

Emphasis on production and process to deliver quality

Collective Shared Vision

All in one cultivation and product manufacturing business designed to grow, distribute, and process high quality recreational Cannabis in the town of Holliston. Labor attraction and retention is the biggest challenge for Cannabis businesses because they are looked at like a cost center. Our model will take that challenge and make it our strength by creating a business that attracts high quality, passionate people who care about Cannabis and have a vested interest (ownership) in the success of the business. Equally important is the desire for this business to be environmentally (carbon footprint) and financially (no short-term exit) sustainable for the long-term.

Importance:

Our business will provide the highest quality indoor Cannabis for the passionate, daily consumer of Cannabis in MA. Create a members only exclusive benefit in the business model that targets this demographic because they appreciate and will spend money on the highest quality Cannabis. As a result of this target market focus, the business will generate a higher yield of revenue per square foot and a unique brand in the Cannabis space that is known for the high quality of its product and experience for the consumer (“Titos of Cannabis”).

Ideal Outcome:

The business will consist of an agricultural growing, processing, and product manufacturing operations with at least one retail consumer-facing outlet, of a size and scale that ensures it is financially rewarding for owner/operators but no longer needs the hands-on involvement of principals in day-to-day operations. Build a business that is focused on the experience of the avid Cannabis consumer and is diversified in its design (cultivation and not co-located retail) to generate maximum rates of return for the business investors and participating employees. What will make this Cannabis business unique is the strength of its brand, which is a direct reflection of its culture and commitment to the passionate consumer of Cannabis.

The Massachusetts Adult Use market is currently made up of:

1. Large scale indoor
2. Large scale greenhouse
3. Small scale indoor
4. Small scale greenhouse
5. Outdoor production
6. Retail

Our competition can be categorized in two types:

- Type A – Vertically integrated (production and retail)
- Type B – Non-vertical integration (only production or only retail)

These are the characteristics of our competitors in this market and we will use a scorecard to rate them all.

Success Metrics:

Business financially stable

Sole source of income for owners

Operates independently

Business model is diversified and can adapt to market conditions

Strong brand perception and value

Provides positive impact on the community it operates in and serves

Initial capital raised and returned to lenders and investors with a predictable ROI

Business model anticipates federal level legalization and is designed to survive and thrive

Founders complete as much of the license process and location build out as possible and leverage network to find reasonable labor and material costs

Branding – name, look and feel

Identify brands in and outside this industry that mirror our values

Research name or color scheme before you finalize your brand (trademark)

Develop names and taglines on own, then share with each other

- What are the company's values?
 - Recruit and hire passionate Cannabis employees
 - Create an employee centric culture
 - Create meet, exceed, WOW for customers
 - Cultivate high THC count and/or other quality factors
 - Create a bucolic public image
 - Be environmentally and socially conscious
 - Create financial sustainability
- Anna will research brands with these core values
- Name agreed to on March 1, 2020
- Anna will develop brand and logo by March 28, 2020
 - Colors: Matte Green, Blue, Black

Engage crowd sourcing partner to create brand

- In the event we need additional assistance, use a crowd sourcing platform like Freelance and Fiverr

Operating Agreement – by-laws, management structure

Agree on business terms and conditions

Agree on business operations

Engage attorneys to draft agreement

- Research legal structures (LLC, S Corp, C Corp, other)
- Review pros/cons of each legal structure
- MSG to identify legal counsel to create legal structure
- Highmark Provisions will engage D'Alessandro & Wright (DW) as legal counsel
- DW recommended LLC corporate structure
- DW will draft LLC Organizational Agreement by March 31, 2020

Capital – start up cash flow

Identify angel investors and sources of debt financing

- MSG to develop list of qualified angel investors
- MSG to draft angel investor summary of investment opportunity
- MSG make calls to qualified angel investors with an executive summary of the business plan, including proforma P&L
- FARMHAUS, LLC to identify Cannabis friendly financial institutions
- Prepare this material by April 30, 2020

Develop “pitch deck” for angel investor presentations

- FARMHAUS, LLC and GMG create pitch deck once business plan and financials done
- Include a competitive landscape analysis by category in business plan
- Prepare by April 30, 2020

Secure financing

- MSG to lead effort to secure financing by July 1, 2020

Domicile – Cannabis friendly town or city

Identify towns and cities that are Cannabis friendly

- GMG and FARMHAUS, LLC will create a list of municipalities to review by March 1st
- MSG, GMG and FARMHAUS, LLC to review and discuss list
- Chosen Town : Holliston MA

Develop criteria (scorecard) for domicile selection

- FARMHAUS, LLC & GMG to develop scorecard elements (5-10) by March 1, 2020
- Complete scorecard for each municipality by March 28, 2020

Identify domicile power players

- FARMHAUS, LLC and GMG will identify and list all power players in each domicile

Make selection

- Make selection in order of preference by March 28, 2020

Location identification – finding suitable physical space for the project

Research planning board and zoning board requirements

- FARMHAUS, LLC and GMG review public zoning ordinances for recreational in municipalities of interest
- Create (copy) list of requirements from most flexible to least

Develop criteria (scorecard) for site selection

- FARMHAUS, LLC and GMG to develop scorecard elements (5-10) by March 28, 2020

Research available site locations

- FARMHAUS, LLC and GMG eliminate locations that aren't recreational friendly

Make selection

- FARMHAUS, LLC and GMG use completed scorecards to make selection

Municipal approval process – host agreement, special permit and community outreach meeting

Obtain the host agreement from the domicile

- FARMHAUS, LLC and GMG visit with the Town Manager or Planning Board
- Determine if they have a boiler plate agreement or need to draft
- Meet with Town Leadership by April 30, 2020

Draft host agreement and review it with legal counsel

- Obtain sample host agreement and share with attorney
- Attorney to draft host agreement by May 15, 2020

Submit host agreement for approval by the domicile

- Target submission date by July 1, 2020

Schedule the community outreach meeting and notify the proper authorities

- Schedule will be dictated by the Muni and target by August 1, 2020

Research the need for a special permit and file accordingly

- FARMHAUS, LLC will determine and share process with GMG

Cannabis Control Commission (CCC) – licensure process and approval

Submit host community agreement for approval

- Submit by June 1, 2021

Submit record of community outreach meeting

- Timeline dictated by Muni process and regulations
- FARMHAUS, LLC determine regulations by May 1, 2021

Submit provisional licensure application and associated documents

Location build out – indoor facility @ 201 Summer Street

Identify architecture firms that specialize in Cannabis or outdoor grow operations

Identify engineering firms for mechanical, electrical, plumbing and fire protection

Secure A&E firms to draft construction documents

Review and approve final construction documents

Submit construction documents, site and civil plans to the domicile to secure building permits and any other regulatory requirements

Draft RFP for CDs and secure bids from several construction firms and sub-contractors

Select builder and negotiate contract with timelines, budget and milestones

Commence construction and site improvement

Human capital – talent acquisition

Develop scorecard for any prospective employee

Identify partner to help with background checks (verify areas covered by CCC)

Engage local Community Cannabis Groups to host recruiting events

Create an internship program and collaborate with local community colleges

Engage personal and professional talent networks to find and recruit talent

Business Operations – human resources, accounting, payroll, banking, insurance, SOPs

Establish banking relationship at an approved Cannabis institution (credit unions)

Establish a relationship with corporate attorney for all legal matters

Establish a payroll relationship with Wurk or Adaptive HR for payroll and HR services

Establish a relationship with an accounting firm who works with Cannabis operations

Establish a relationship for property and casualty insurance

Develop internal Standard Operating Procedures (SOP) leveraging proven best practices

Develop a cohesive training and development program that's certified to protect liability

Ensure business compliance with all local, state and federal employment laws and regs.

Cultivation Operations – genetic procurement, equipment procurement (hard and soft)

Create scorecard for desirable varietal characteristics (strain)

Engage known seed wholesalers for initial inventory procurement

Engage local breeders to source genetics directly from producers and form direct partnership for genetic supply, marketing and trouble-shooting

Specify desired equipment and procure bids from trusted vendors

Make selection of required equipment and purchase

Procure consumable supplies for cultivation operations (e.g., growing media, fertilizer, pruning implements, etc.)

Conduct tests of cultivation systems prior to go live

Commence cultivation operations upon receipt of final license

Policy for Restricting Access to Individuals Age 21 and Older

Facility Access Restriction

Highmark Provisions will restrict access to its facilities to individuals who are age 21 and older and are either employees or approved visitors. All employees and prospective employees of Highmark Provisions will have provided adequate proof of meeting the age 21 and older requirement prior to being submitted for the required registration with the Cannabis Control Commission as Marijuana Establishment Agents.

To ensure that access to Highmark Provisions is restricted to individual's age 21 and older, mandatory positive identification of all individuals seeking access to the premises of Highmark Provisions is required to gain entry to the premises. Individuals, who are not able to provide Massachusetts State-Issued Identification, or two forms of identification if their State-Issued Identification is that of a state other than Massachusetts, will not be allowed access to the premises of Highmark Provisions as a visitor.

Procedures for Quality Control and Testing of Product for Contaminants

All environmental media inputs, marijuana and marijuana product sold by Highmark Provisions will have undergone a strict quality control process in accordance with all quality control requirements detailed in 935 CMR 500, including:

- Mandatory testing of marijuana products that is performed by an Independent Testing Laboratory that has been appropriately certified and licensed by the Cannabis Control Commission (“the Commission”) in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Department of Public Health
- Mandatory testing of environmental media (e.g. soils, solid growing media, and water) performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health
- Mandatory segregation and material review by the Management Team of any marijuana product batches for which laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1).
 - In the case of laboratory test results indicating that the contamination cannot be remediated in a compliant manner, the Commission will be notified directly within 72 hours and will include a description of the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- Maintenance of results of all testing for a minimum of one year, in accordance with 935 CMR 500.160(3)
- Disposal of all excess marijuana in compliance with 935 CMR 500.105(12) if returned by the Independent Testing Laboratory as per 935 CMR 500.160(8)
- A hold process under which all marijuana product is held until such time that it has been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 and is determined to be acceptable to be sold or otherwise marketed for adult use.

In addition to these testing requirements, Highmark Provisions will also train staff involved in the post-harvest processing of marijuana to ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner, which will include ensuring the aforementioned material is:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and

- Packaged in a secure area which is under 24/7 video surveillance as well as all other security requirements for limited access areas in which marijuana or marijuana products are stored or packaged.

All agents of Highmark Provisions whose job includes contact with marijuana will be trained on, and subject to, the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana will conform to numerous sanitary practices required by Highmark Provisions, including maintaining adequate personal cleanliness and washing hands appropriately.

Hand washing facilities will be located in Highmark Provisions's production areas and where good sanitary practices require employees to wash and sanitize their hands.

Highmark Provisions will maintain sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

All floors, walls, and ceilings will be constructed of such material and in such a manner that they may be adequately kept clean and in good repair so as to ensure a sanitary production space.

All contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

All toxic items will be identified, held, and stored in a manner that both protects against contamination of marijuana and is in compliance with all applicable regulations and requirements of the state of Massachusetts regarding the identification, holding, and storage of such products.

The water supply at Highmark Provisions will be sufficient for necessary operations.

Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

Highmark Provisions will provide its employees with adequate, readily accessible toilet facilities.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination.

Record-Keeping Procedures

Highmark Provisions will maintain ongoing records over the course of normal operations as a licensed marijuana cultivator. These will include records of the following:

- Personnel records (including background checks and agent registration documents)
- Transportation manifests
- Seed-to-sale tracking data
- Destruction logs
- Security logs
- Security recordings
- Financial records
- Inventory Records
- Any other ongoing records as required by 935 CMR 500.105

All records at Highmark Provisions, including personnel records, transportation manifests, seed-to-sale tracking data, destruction logs, security logs, security recordings, financial records, and any and any other necessary records, will be stored and maintained for a minimum of a 3-year period unless otherwise specified in 935 CMR 500.105.

Recordkeeping at Highmark Provisions will also include policies and procedures to ensure that:

- Highmark Provisions will keep waste records for at least three years in accordance with 935 CMR 500.105(12)
- Highmark Provisions will maintain its records in accordance with generally accepted accounting principles
- Written operating procedures will be maintained as required by 935 CMR 500.105(1)
- Inventory Records are maintained as required by 935 CMR 500.105(8)
- Seeds-to-sale tracking records for all marijuana are maintained as required by 935 CMR 500.105(8)(e)

Personnel records will be maintained by Highmark Provisions, including:

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

The following business records will be maintained by Highmark Provisions, including:

- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records; and
- Salary and wages paid to each employee

Highmark Provisions will maintain inventory controls and procedures for conducting monthly inventory reviews of marijuana products in the process of cultivation, and finished, stored marijuana as well as a comprehensive annual inventory at least once each year within 12 months of the previous comprehensive inventory. If an oral recording device is utilized, the individuals who conducted the inventory will promptly transcribe all oral recordings in addition to saving the original recordings for a minimum of 3 years.

Highmark Provisions Policy for Maintaining of Financial Records

Highmark Provisions (HMP) will maintain financial records in accordance with Generally Accepted Accounting Principles (GAAP) as well as 935 CMR 500.000, and will make its records available for inspection by the Commission, upon request. HMP has retained The MFA Companies as its CPA firm. HMP will work directly with the MFA companies to ensure accurate and extensive financial record are maintained that meet or exceed all applicable regulations and standards as required by the Cannabis Control Commission, the State of Massachusetts, and any other regulatory agencies.

HMP will keep manual and computerized records of:

- a. assets and liabilities;
- b. monetary transactions;
- c. books of accounts, which shall include journals, ledges, and supporting documents, agreements, checks, invoices, and vouchers;
- d. sales records including the quantity, form, and cost of marijuana products;
- e. salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of HMP
- f. following the closure of HMP, all records will be kept for three years in a form and location acceptable to the Commission

Highmark Provisions

Energy Compliance Plan

Highmark Provisions (HMP) will ensure that its cultivation operations satisfy all applicable minimum energy efficiency and equipment standards as established by the Cannabis Control Commission (CCC) and will meet all applicable environmental laws, regulations, permits, and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid, and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control*.

HMP will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the CCC in a form determined by the Commission.

HMP will utilize a number of energy use reduction and conservation strategies, including:

- From the outset of its cultivation operations, implementing the use of energy-efficient LED grow lighting (Fluence Spydr2x and Spydr2i) that meets the minimum efficiency requirements as outlined by the Commission to reduce its overall electrical consumption for both grow lighting and cultivation environmental HVAC load requirements by 25-35% beyond the current standard undertaken by many marijuana establishments utilizing High Intensity Discharge (HID) grow lighting for a canopy of comparable size and wattage restrictions;
- Implementing the use of grow lighting and HVAC loading offsets to reduce the overall peak energy use and overall daily energy usage, by only maintaining half of all Flower Rooms under “lights on” conditions during the course of normal cultivation operation.
- Wherever possible without creating a concern for contaminants and only if able to comply with the regulations and testing requirements set out by the Commission for source water for use in marijuana cultivation, recycling condensate from HVAC systems to reduce overall water usage significantly in comparison with competitors. This is of particular importance given that cannabis plants transpire up to 97% of the total water volume irrigated into their rootzone on a daily basis, which is then removed from the air via dehumidification and subsequently generating the equivalent volume in condensate runoff.
- HMP will work with its engineering firm engaged for the design of its cultivation facility, Consulting Engineering Services, to identify and engage with applicable energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants, if any are available and are within the capital means and budget of the company in its initial facility buildout and operations.

HMP does not possess the necessary capital to deploy renewable energy generation technologies in its facility or on its facility grounds as part of its scope at this time.

Each license renewal application by HMP will include a report of the Marijuana Cultivator's energy and water usage over the 12-month period preceding the date of application.

HMP will ensure its cultivation operations meet all applicable minimum energy efficiency and equipment standards, including:

- The building envelope will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*. When operations occur in a facility using existing buildings, HMP may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- All lighting used by HMP for Cannabis cultivation shall meet one of the following compliance requirements:
 - All horticultural lighting used will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
- HMP will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.
- Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR *State Building Code*), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*). As part of the documentation required under 935 CMR 500.120(11)(b), HMP will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
- Safety protocols shall be established and documented to protect workers, Consumers, or Visitors (*e.g.*, eye protection near operating Horticultural Lighting Equipment).
- Prior to final licensure, HMP will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103.

Highmark Provisions Personnel Policies

Highmark Provisions (HMP) policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this policy book conflicts with any applicable company policy, the policy will govern. If you have questions concerning this policy book or a policy, consult your supervisor for clarification.

HMP will maintain a staffing plan and staff/personnel records in compliance with 935 CMR 500.105(9), including:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with job descriptions;
- A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken; and
 - Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics;
 - Whistle-blower policy; and
 - A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

Background Check Requirements

All employees of HMP will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with HMP. To meet the necessary base qualifications for employment with HMP, all employees must:

- Be 21 years of age or older;
- Not be convicted of an offence in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

HMP will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030.

HMP will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030.

All employees of HMP will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of HMP prior to beginning their employment at HMP.

HMP will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

HMP will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that HMP was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Alcohol, Smoke, and Drug-free Workplace Policy

HMP explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.

- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Any HMP employee found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

Zero-Tolerance Policy on Diversion and Unsafe Operation

Any HMP agent will be subject to immediate dismissal in accordance with 935 CMR 500.105 if found to have:

- Diverted marijuana (agent will be reported to Law Enforcement Authorities and to the Commission);
- Engaged in unsafe practices with regard to operation of the Marijuana Establishment (agent and unsafe practices will be reported to the Commission); or
- Been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction.

Non-Disclosure Agreement (NDA) and Conflict of Interest Statements

To protect company assets, we require all employees to adhere to our non-disclosure agreement and avoid any conflicts of interest.

Non-Disclosure Agreement (NDA)

Employees & contractors must not misuse confidential information, including internal and client information and communications. It is a condition of employment that the employee signs the HMP Confidentiality and Intellectual Property Assignment Agreement, which will be provided under separate cover.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. HMP is bound by law or contract to protect some types of confidential information, and in other instances HMP requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers

- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding client accounts including client information
- HMP's internal business plans, tools, products, and strategy methods

Conflicts of Interest

HMP understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and HMP. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of HMP or cast doubt on the fairness or integrity of HMP's business dealings. Every employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of an employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that HMP's interests are not compromised.

As a basic condition of employment, all Company staff members have a duty to act in HMP's best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that employees must not engage in external activities that interfere with their obligations to HMP. They may not damage HMP's reputation, compete with HMP's interests, or compromise the independence of HMP's research and business activities, or be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at HMP's expense or engage in external activities under circumstances that appear to be at HMP's expense.

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

Anti-Discrimination Policy

HMP provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions).

No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment based on inclusion and free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities:

- (i) filing a complaint under this policy with HMP, or with federal, state or local equal employment opportunity agencies;
 - (ii) assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law;
 - (iii) opposing any act or practice prohibited by this policy or federal, state or local equal employment opportunity or affirmative action law;
- or (iv) exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law.

Staff employees and applicants for employment should immediately bring any complaint or retaliation under this Policy to the business owner.

HMP complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA). Employees with any questions or requests related to these laws and guidelines, including the ADA, should contact HMP's ownership.

Employment At Will

HMP abides by the at will employment doctrine, which means in essence that employees have the right to terminate employment without notice and without cause, for any reason. They are employed at will. As an employer at will, HMP also has the right to terminate any employee for any reason, and also without advanced notice, except where federal or state law prohibit such actions.

Compensation

The amount of compensation you will receive is provided in your offer letter. In addition HMP is required to deduct specific amounts from your paycheck. These deductions may be taken pre-tax or post-tax depending on IRS tax rules.

Required deductions for federal and state taxes

As an employee of HMP, there are certain mandatory deductions under federal law that must come out of employees' paychecks.

They are:

- Social security (pre-tax)
- Medicare (pre-tax)
- Federal withholding taxes (pre-tax)
- State withholding taxes (pre-tax)
- Court-ordered garnishments/child support (post-tax)

Voluntary deductions

Voluntary deductions from an HMP's employee paycheck can include participation in benefits programs such as medical, dental, or vision insurance. These are elective deductions and may be taken pre-tax as laws permit.

Other deductions

HMP may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

Overtime pay

Some employees of HMP are considered to be exempt from overtime.

Exempt status as classified by the Fair Labor Standards Act (FLSA) is for those employed in professional roles, such as those at HMP with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime.

If you have questions about your status, please ask your supervisor.

Pay schedules

Employees at HMP are paid on a [bimonthly basis on the 15th and 30th] via check or direct deposit. If a payday shall fall on a Saturday, Sunday, or bank holiday, the employee will be paid on the Friday prior.

Break times

To ensure your general health and productivity, employees are offered paid rest breaks of no more than 15 minutes and unpaid lunch time of at least 30 minutes, but not longer than 1 hour.

General Employment Information

Probationary periods

The probationary period is a time for you to learn about your job and become familiar with HMP. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first [90] days. Probationary periods may be extended or reenacted on a case by case basis.

Resignation procedures

If you decide to terminate your employment, it is recommended that you give at least a two-week notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing or email to your Department Manager.

Computers and technology

HMP's information technology systems and the information served by those systems are valuable and vital assets to HMP. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

HMP's information technology systems and all data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

HMP has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from HMP's information technology systems.

Leave Policies

HMP provides the following kinds of leave after the employee has completed their 90 day probationary period. Any leave prior to 90 days will be up to the discretion of management to approve on a case-by-case basis. All leave is on a use-it-or-lose it basis that resets on January 1st of each year.

Vacation Leave

HMP defines “vacation leave” as leave needed for personal trips such as vacation, birthdays, weddings, etc. HMP provides the following amount of vacation time for employees unless otherwise specified in their employment agreement:

0-3 years tenure = 10 days or 80 hours
4-5 years tenure = 15 days or 120 hours
6+ years tenure = 20 days or 160 hours

Vacation leave should be requested in advance through our payroll system under your employee account.

Sick Leave

HMP complies with local, state and federal laws for sick leave. In accordance, we offer 5 days of paid sick leave annually to all employees. Sick leave can be used for personal illness or for caring for an ill family member.

After 2 consecutive days of sick leave, HMP reserves the right to request proof of illness with a signed doctor’s note.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

Medical and Family Leave

As a company with fewer than 50 employees, please note that we are not required to comply with the federal Family Medical Leave Act (FMLA).

However, should a situation come up where leave might be required for a personal or family medical issue, we will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing who have worked full time at HMP for at least one year.

Bereavement Leave

HMP offers up to 3 days or 72 hours for bereavement leave for employees with an additional 1 day or 8 hours for funerals that require travel of over 100 miles.

HMP reserves the right to require proof of need for bereavement leave.

Paid Holidays

HMP provides the following paid holidays:

- New Year’s Day
- President’s Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day & the Friday after Thanksgiving
- Christmas Day

If a holiday falls on a weekend, the Friday before or Monday after will be provided as the day off instead.

Progressive Disciplinary Policy

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem. However, progressive discipline is not guaranteed, as HMP is an at will employer, and may choose to terminate an employee at any time with or without cause.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, HMP reserves the right to effect immediate termination consistent with our rights as an at will employer. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

However, in cases of serious workplace misconduct an employee is likely to be discharged immediately. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;

- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of HMP's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Any action that violates federal, state or local law.

Signature Page

The Employee Handbook contains important information about HMP, and I understand that I should consult HMP Ownership, or my supervisor, regarding any questions not answered in the handbook. I have entered into my employment relationship with HMP voluntarily, and understand that there is no specified length of employment. Accordingly, either HMP or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of HMP has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding employment agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it.

I further agree that if I remain with HMP following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of HMP's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to HMP's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Printed Name of Employee

Highmark Provisions Employee Qualification and Training Requirements

Suitability Standard and Background Check Requirements

All employees of Highmark Provisions will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with Highmark Provisions. To meet the necessary base qualifications for employment with Highmark Provisions, employees must:

- Be 21 years of age or older;
- Not be convicted of an offence in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Highmark Provisions will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030

All employees of Highmark Provisions will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of Highmark Provisions prior to beginning their employment at Highmark Provisions.

Highmark Provisions will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

Highmark Provisions will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that Highmark Provisions was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Employee Training

All marijuana establishment agents at Highmark Provisions will complete training prior to performing job functions as well as eight hours of on-going training annually. Training will be tailored to the specific roles and responsibilities of the job function of each marijuana

establishment agent and will include the completion of all Marijuana Establishment Agent Training requirements as outlined in 935 CMR 500.105(2), including:

- A minimum of four hours of training shall be from Responsible Vendor Training Program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
- In the event that HMP elects to conduct Non-RVT trainings, these will be conducted in-house by HMP or by a third-party vendor engaged by HMP.
- HMP agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
- HMP will maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and HMP shall make such records available for inspection on request.

Employees must successfully complete the Responsible Vendor Program within 90 days of hire as a condition of their employment at Highmark Provisions.

At the time of licensure or renewal of licensure, as applicable, all HMP agents will have attended and successfully completed a Responsible Vendor Training Program to be designated a “Responsible Vendor”. Only Responsible Vendor Trainers accredited by the Commission will be used.

- HMP agents will first take the Basic Core Curriculum, meeting the requirements as outlined in 935 CMR 105(2)b(5), to be designated as a Responsible Vendor prior to/upon licensure as required by the Commission’s licensing process.
- Once HMP is designated as a Responsible Vendor, all registered marijuana establishment agents employed by HMP that are involved in the handling or sale of Marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire.
- After successful completion of the Basic Core Curriculum, each registered agent of HMP involved in the handling or sale of Marijuana for adult use will fulfill the four-hour RVT requirement every year thereafter in order for HMP to maintain its designation as a Responsible Vendor.

All of HMP’s Responsible Vendor Program documentation will be retained for four (4) years.

Employee Qualifications

In addition to the mandatory qualifications for employment at Highmark Provisions listed above, the following are mandatory qualifications for specific positions:

- Head Grower

- 3+ Years in a Management Role at a Massachusetts Licensed Adult-Use or Medical Cannabis Cultivation Facility
 - Bachelor's Degree, or 5+ years in a managerial role in a greenhouse horticultural production operation;
 - Extensive familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Indoor and Outdoor Cultivation Operations
- Cultivation Supervisor
 - 2+ years of experience in a Supervisor/Lead role at a Massachusetts Licensed Adult-Use or Medical Cannabis Cultivation Facility
 - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Indoor and Outdoor Cultivation Operations
 - High school degree or equivalent
- Post-Harvest Supervisor
 - 1+ year of experience in a Supervisor/Lead role at a Massachusetts Licensed Adult-Use or Medical Cannabis Cultivation Facility
 - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Indoor and Outdoor Cultivation Operations
 - High school degree or equivalent

Highmark Provisions

Diversity Plan

Highmark Provisions (HMP) will adhere to 935 CMR 500.101(e) and implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people who are LGBTQ+.

HMP will hold quarterly meetings of the its Diversity Board made up of at least two (2) board members and at least (3) employees – dependent on total staffing level. HMP's Diversity Board will meet to discuss progress of any and all diversity initiatives undertaken by HMP, and to schedule community outreach events and amend the any hiring plans or initiatives as necessary.

Diversity Program Goals

HMP will strive to focus its hiring to reflect, at a minimum, the overall population demographic of its host community and the surrounding communities, as well as work toward the following diversity goals:

- $\geq 50\%$ of employees will be female
- $\geq 20\%$ of employees will be from one or more of the following populations:
 - $\geq 10\%$ of employees will be people of color, particularly Black, African American, Latinx and Indigenous people;
 - $\geq 10\%$ of employees will be Veterans;
 - $\geq 3\%$ of employees will be people with disabilities; and
 - $\geq 10\%$ of employees will be people who are LGBTQ+

Goal 1: Hiring Diversity

HMP will give preference in the hiring of qualified employees who fall into one or more of the communities outlined above – hereafter referred to as Target Populations. To encourage sourcing of candidates from Target Populations, HMP will:

- Ensure that recruitment materials that emphasize our commitment to hiring a diverse workforce and use images that reflect people of different ethnicities and backgrounds.
- Job postings will be written in gender neutral language and explicitly state the company's hiring goals and display an inclusivity statement that is meaningful and clearly outlines HMP's emphasis on diversity and inclusion as an employer.
- Job fairs will be held approximately 60 days prior to our expected first-hiring date for our cultivation facility operational commencement, as well as 60 days prior to any cultivation capacity expansions coming online and in general on an ongoing basis.
- Using gender neutral language in all posting and recruitment materials;

- Standardized interview questions and applicant scoring basis.

HMP posts employment opportunities at a frequency reflective of its hiring needs to maintain efficient business operations – given the small size of the business at the outset of operations, it is anticipated that the first employment opportunities posted by HMP will occur within Q1 of 2022 either prior to or immediately after the first projected initial harvest occurring in the facility assuming the timeline for licensure is met.

After this first hiring round, HMP anticipates posting employment opportunities as the facility expands its operating capacity on an annual basis at a minimum in alignment with the hiring/job fair occurrences listed earlier, with quarterly postings of employment opportunities occurring if additional positions are available and warranted to maintain efficient production operations in a compliant manner. These employment opportunities will be posted both on online employment listing aggregators such as Indeed.com, as well as with local newspapers such as the Telegram & Gazette in Worcester and on the websites/job boards of local social equity and diversity-focused cannabis industry groups such as Elevate Northeast once licensed and able to engage these groups with employment opportunities for listing.

Any initiatives, postings, etc. by HMP will adhere to the requirements set forth in 935 CMR 500.105(4) and be compliant with all relevant regulations governing permitted and prohibited advertising, branding, marketing, and sponsorship practices for marijuana establishments.

Goal 2: Supply Chain and Vendor Diversity

HMP will work to ensure that all vendors, ancillary service providers, and supply chain participants are committed to similar goals surrounding diversity, equity, and inclusion in the adult-use cannabis industry as HMP.

With this in mind, HMP will prioritize engaging vendors, ancillary service providers, and other supply chain participants that are owned and/or managed by Target Populations. HMP's target for this goal will be to have at least 10% of businesses engaged as vendors, ancillary service providers, or other supply chain participants owned and/or managed by Target Populations. Progress towards this goal will be assessed annually with demonstration of progress to the Commission upon the renewal of its license annually – once the 10% target for this goal is reached, HMP will subsequently review and propose further targets in accordance with its goals of promoting diversity, equity, and inclusion in the cannabis industry.

The specific breakdown of Target Populations totaling this 10% target for vendors, ancillary service providers, and supply chain participants are as follows:

- $\geq 3\%$ owned/managed by people of color, particularly Black, African American, Latinx and Indigenous people;
- $\geq 2.5\%$ owned/managed by women
- $\geq 2\%$ owned/managed by Veterans
- $\geq 0.5\%$ owned/managed by people with disabilities
- $\geq 2\%$ owned/managed by people who are LGBTQ+

Goal Measurement

On an annual basis, HMP's Diversity Board will conduct a comprehensive review of the Diversity Program's key metrics, goals, and progression. The purpose of this review will be to measure the goals outlined above and will include a written evaluation report that will be made available to the Commission for review during the License renewal process.

The following metrics will be included as part of this annual review:

- Hiring Program Metrics
 - Number and types of hires made;
 - Number and percentage of hires that meet the target populations outlined above;
 - The number and percentage of applicants who meet the target populations outlined above, and if not hired, an explanation as to why the applicant was not hired by HMP;
 - Training records for all Diversity Trainings completed by HMP staff.
- Ancillary Services and Supply Chain Participant Metrics
 - Number of ancillary service providers and supply chain participants owned and/or managed by Target Populations;
 - Overall percentage of total ancillary service providers and supply chain participants owned and/or managed by Target Populations;
 - Review potential ancillary service providers and supply chain participants owned/managed by Target Populations that were contacted but not eventually engaged by HMP and rationale for not utilizing that service provider/vendor;
 - Identify new methods by which HMP can attract diverse service providers and supply chain participants owned/managed by Target Populations.

The progress or success of all goals as outlined in this Diversity Plan will be documented upon renewal of license with the Cannabis Control Commission, which occurs one year from provisional licensure and each year thereafter.

Any actions taken, or programs instituted, by HMP will not violate the Cannabis Control Commission's regulations with respects to limitations on ownership or control or other applicable state laws.