



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284806  
Original Issued Date: 08/10/2023  
Issued Date: 08/10/2023  
Expiration Date: 08/10/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Hoop City Ventures, LLC

Phone Number: 954-350-1300 Email Address: highroadholdings@gmail.com

Business Address 1: 399 Boston Road West

Business Address 2:

Business City: Monson

Business State: MA

Business Zip Code: 01057

Mailing Address 1: 99 SOUTH MAIN STREET

Mailing Address 2:

Mailing City: FALL RIVER

Mailing State: MA

Mailing Zip Code: 02721

### 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: 30.03

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Richard

Last Name: Rainone

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: Parkland	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30.03	Percentage Of Control: 50	
Role: Owner / Partner	Other Role:	
First Name: Christopher	Last Name: Vianello	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: 30.03	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Keshawn	Last Name: Warner	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Keshawn	Owner Last Name: Warner	Owner Suffix:	
Entity Legal Name: Florisun, LLC		Entity DBA:	
Entity Description: Domestic Limited Liability Company			
Entity Phone: 954-350-1300	Entity Email: highroadholdings@gmail.com	Entity Website:	
Entity Address 1: 9 Habitat Ln		Entity Address 2:	
Entity City: Cortlandt Manor	Entity State: NY	Entity Zip Code: 10567	Entity Country: United States
Entity Mailing Address 1: 9 Habitat Ln		Entity Mailing Address 2:	
Entity Mailing City: Cortlandt Manor	Entity Mailing State: NY	Entity Mailing Zip Code: 10567	Entity Mailing Country: USA

Business Interest in Other State 2

Date generated: 09/05/2023

**Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: Richard	Owner Last Name: Rainone	Owner Suffix:	
Entity Legal Name: Florisun, LLC	Entity DBA:		
Entity Description: Domestic Limited Liability Company			
Entity Phone: 954-350-1300	Entity Email: highroadholdings@gmail.com	Entity Website:	
Entity Address 1: 9 Habitat Ln	Entity Address 2:		
Entity City: Cortlandt Manor	Entity State: NY	Entity Zip Code: 10567	Entity Country: USA
Entity Mailing Address 1: 9 Habitat Ln		Entity Mailing Address 2:	
Entity Mailing City: Cortlandt Manor	Entity Mailing State: NY	Entity Mailing Zip Code: 10567	Entity Mailing Country: USA

**Business Interest in Other State 3****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: Christopher	Owner Last Name: Vianello	Owner Suffix:	
Entity Legal Name: Florisun, LLC	Entity DBA:		
Entity Description: Domestic Limited Liability Company			
Entity Phone: 954-350-1300	Entity Email: highroadholdings@gmail.com	Entity Website:	
Entity Address 1: 9 Habitat Ln	Entity Address 2:		
Entity City: Cortlandt Manor	Entity State: NY	Entity Zip Code: 10567	Entity Country: USA
Entity Mailing Address 1: 9 Habitat Ln		Entity Mailing Address 2:	
Entity Mailing City: Cortlandt Manor	Entity Mailing State: NY	Entity Mailing Zip Code: 10567	Entity Mailing Country: USA

**DISCLOSURE OF INDIVIDUAL INTERESTS****Individual 1**

First Name: Richard	Last Name: Rainone	Suffix:
Marijuana Establishment Name: Tigertown, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

**Individual 2**

First Name: Richard	Last Name: Rainone	Suffix:
Marijuana Establishment Name: Flying Goose, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Douglas	Marijuana Establishment State: MA	

**Individual 3**

First Name: Christopher	Last Name: Vianello	Suffix:
Marijuana Establishment Name: Tigertown, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

**Individual 4**

First Name: Christopher	Last Name: Vianello	Suffix:
Marijuana Establishment Name: Flying Goose, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Douglas	Marijuana Establishment State: MA	

**Individual 5**

First Name: Keshawn Last Name: Warner Suffix:  
Marijuana Establishment Name: Tigertown, LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Holyoke Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 399 Boston Road W

Establishment Address 2:

Establishment City: Monson Establishment Zip Code: 01057

Approximate square footage of the establishment: 3762 How many abutters does this property have?: 17

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Certification .pdf	pdf	645943919c23790008b5eed1	05/08/2023
Community Outreach Meeting Documentation	Town Hall Publication 4 18 23 Attachment B.pdf	pdf	64594abd23b8090008348eb5	05/08/2023
Community Outreach Meeting Documentation	Abutter's Notice Attachment C.pdf	pdf	6459524123b8090008349cd8	05/08/2023
Community Outreach Meeting Documentation	Publication Attachment A.pdf	pdf	645c015f23b809000837c412	05/10/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form(1).pdf	pdf	645c01e69c23790008b9392c	05/10/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning (Monson).pdf	pdf	645c02f623b809000837c7ac	05/10/2023

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	2022 Plan for Positive Impact Update.pdf	pdf	637bd98552253500082da13b	11/21/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:  
First Name: Richard Last Name: Rainone Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Date generated: 09/05/2023

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### Individual Background Information 2

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

**First Name:** Christopher      **Last Name:** Vianello      **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

### Individual Background Information 3

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

**First Name:** Keshawn      **Last Name:** Warner      **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles Of Organization.pdf	pdf	638246caa0fd020008c68eb4	11/26/2022
Department of Unemployment Assistance - Certificate of Good standing	Hoop City Venture DUA Cert. of Compl. 030623.pdf	pdf	641204f3d523e3000873b78e	03/15/2023
Department of Revenue - Certificate of Good standing	Hoop City DOR Certificate Of Good Standing.pdf	pdf	64120506d523e3000873b7b0	03/15/2023
Secretary of Commonwealth - Certificate of Good Standing	SOS Certificate Of Good Standing.pdf	pdf	64136c693a44570008b2bd98	03/16/2023
Bylaws	Hoop City OA.pdf	pdf	64137c7d3a44570008b2e162	03/16/2023

No documents uploaded

**Massachusetts Business Identification Number:** 001484226

**Doing-Business-As Name:** Dazed

**DBA Registration City:** Monson

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	637be14b52253500082db28c	11/21/2022
Proposed Timeline	Proposed Timeline.pdf	pdf	637e1c5352253500082fe1fe	11/23/2022
Business Plan	Business Plan.pdf	pdf	63c16e26ae7864000833c5e6	01/13/2023
Business Plan	PIDC Attestation .pdf	pdf	64480f1b0509d600098990f0	04/25/2023

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	637be4a7a0fd020008c2382c	11/21/2022
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	637be576a0fd020008c23967	11/21/2022
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	637be5bb52253500082dbd78	11/21/2022
Security plan	Security Plan.pdf	pdf	637be60452253500082dbdbc	11/21/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	637be645a0fd020008c23a0b	11/21/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	637be68b52253500082dbe32	11/21/2022
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	637be6d152253500082dbe86	11/21/2022
Inventory procedures	Inventory Procedures.pdf	pdf	637be70ca0fd020008c23ae2	11/21/2022
Quality control and testing	Quality Control and Testing for Contaminants.pdf	pdf	637be73fa0fd020008c23b33	11/21/2022
Dispensing procedures	Retail Dispensing Procedures.pdf	pdf	637be77452253500082dbf24	11/21/2022
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	637be7b652253500082dbf57	11/21/2022
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	637be7e6a0fd020008c23b9a	11/21/2022
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	637be81ba0fd020008c23bc1	11/21/2022
Qualifications and training	Employee Qualifications and Training.pdf	pdf	637be85e52253500082dbf9a	11/21/2022
Energy Compliance Plan	Energy Policy.pdf	pdf	637bea35a0fd020008c23ec8	11/21/2022
Diversity plan	2023 Diversity Plan .pdf	pdf	6453c1b80dd43c0007172312	05/04/2023
Dispensing procedures	Sample of Unique Identifying Marks Used for Branding (1).pdf	pdf	6454131a0dd43c000717e98a	05/04/2023

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 11:00 PM
Tuesday From: 8:00 AM	Tuesday To: 11:00 PM
Wednesday From: 8:00 AM	Wednesday To: 11:00 PM
Thursday From: 8:00 AM	Thursday To: 11:00 PM
Friday From: 8:00 AM	Friday To: 11:00 PM
Saturday From: 8:00 AM	Saturday To: 11:00 PM
Sunday From: 8:00 AM	Sunday To: 11:00 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:

Hoop City Ventures, LLC

2. Name of applicant's authorized representative:

Richard Rainone

3. Signature of applicant's authorized representative:



4. Name of municipality:

Monson

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

Jennifer Wolowicz



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

Jennifer L. Wolowicz

Digitally signed by Jennifer L. Wolowicz  
Date: 2023.05.08 12:27:38 -04'00'

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

jwolowicz@monson-ma.gov

8. Host community agreement execution date:

6/14/22





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Home

# Hoop City Ventures, LLC -Legal Notice of Community Outreach Meeting Regarding An Adult Use Marijuana Establishment

Friday May 5, 2023 at 530p Monson Town Office Building Public Meeting Room  
POSTED ON: APRIL 18, 2023 - 1:38PM

Attachment	Size
 hoop_city_ventures_outreach_meeting.pdf	14.06 KB

Town of Monson Massachusetts

Town Offices: 110 Main Street, Monson, MA 01057

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**RECEIVED**

**HOOP CITY VENTURES, LLC**

99 South Main Street  
Fall River, MA 02721

APR 18 2023 / 304

TOWN CLERK, MONSON, MA

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN -ADULT-  
USE MARIJUANA ESTABLISHMENT PROPOSED BY HOOP CITY VENTURES LLC**


Notice is hereby given that a Community Outreach Meeting for Hoop City Ventures LLC (d/b/a Dazed Cannabis) proposed Marijuana Establishment is scheduled for Friday, May 5, 2023, 5:30PM, at the Monson Town Hall, Meeting Room, 110 Main Street, Monson, MA 01057. The proposed Marijuana Retailer is anticipated to be located at 399 Boston Rd. West, Monson, MA. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Hoop City Ventures, LLC.

\*This meeting is not sponsored or endorsed by the Town Of Monson.

# HOOP CITY VENTURES, LLC

99 South Main Street  
Fall River, MA 02721

April 18, 2023

  
399 WILBRAHAM ST  
PALMER, MA 01069

Owner's Parcel: 21-11 and 21-13

## LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN -ADULT- USE MARIJUANA ESTABLISHMENT PROPOSED BY HOOP CITY VENTURES LLC

Notice is hereby given that a Community Outreach Meeting for Hoop City Ventures LLC (d/b/a Dazed Cannabis) proposed Marijuana Establishment is scheduled for **Friday, May 5, 2023, 5:30PM, at the Monson Town Hall, Meeting Room, 110 Main Street, Monson, MA 01057.** The proposed Marijuana Retailer is anticipated to be located at 399 Boston Rd. West, Monson, MA. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Hoop City Ventures, LLC.

\*This meeting is **not** sponsored or endorsed by the Town Of Monson.

Thank you.

Richard Rainone  
Hoop City Ventures, LLC

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
[REDACTED]  
395 WILBRAHAM ST  
PALMER, MA 01069

99 South Main Street  
Fall River, MA 02721



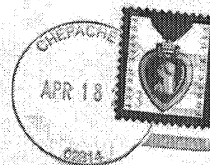
[REDACTED]  
PO BOX 26  
THREE RIVERS, MA 01080

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
389 WILBRAHAM ST  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
[REDACTED]  
471 GLENDALE RD  
WILBRAHAM, MA 01095

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



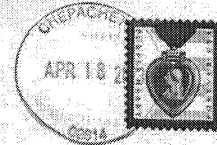
[REDACTED]  
2249 BAPTIST HILL RD  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
PO BOX 897  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
399 WILBRAHAM ST  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
PO BOX 26  
THREE RIVERS, MA 01080

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
25 HILLTOP DR  
MONSON, MA 01057

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
418 BOSTON RD-WEST  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
399 WILBRAHAM ST  
PALMER, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
379 Wilbraham St.  
Palmer, MA 01069

Hoop City Ventures, LLC  
99 South Main Street  
Fall River, MA 02721



[REDACTED]  
407 WILBRAHAM ST  
PALMER, MA 01069



**UNITED STATES  
POSTAL SERVICE.**

CHEPACHET  
1151 PUTNAM PIKE  
CHEPACHET, RI 02814-1960  
(800)275-8777

04/18/2023

03:15 PM

Product	Qty	Unit Price	Price
---------	-----	---------------	-------

PurpleHeartMedal	13	\$0.63	\$8.19
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Grand Total: \$8.19

Credit Card Remit \$8.19

Card Name: Discover

Account #: XXXXXXXXXXXX2937

Approval #: 01835P

Transaction #: 816

AID: A0000001523010

Chip

AL: Discover

PIN: Not Required Discover Credit

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Clerk: 03

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1,000's of sports cards,  
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2022 National Purple Heart  
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Is with box, COV  
minimize with box COV  
\$810/best offer, call  
413-426-7063

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unwanted  
autos**  
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\* All makes  
\* All models  
**413-246-5351**  
ask for Joe

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@repub.com**  
For more information  
call **413-788-1297**

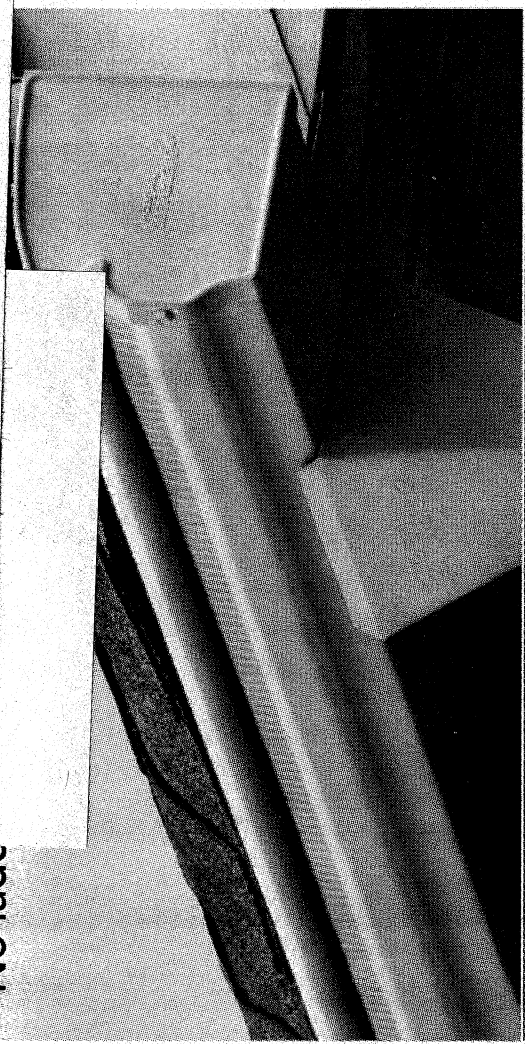
**Legal Notices**  
COMMONWEALTH OF  
MASSACHUSETTS  
HAMPDEN SS  
SUPERIOR COURT  
DECLARATION OF TITLE

Street, Springfield, MA  
01102, in the County of  
Hampden in said Common-  
wealth, with a copy to Lu-  
cious P. Marchitraser, Esq.,  
Harmon Law Offices, P.C.,  
150 California Street, New-  
ton, MA 02458, and further  
that you defend against  
said suit according to law,  
and that you do not receive  
any notice of this suit by  
and adjudge therein. Here-  
of fail not as your peril, or  
as otherwise said suit may  
be adjudged and orders  
entered in your absence.  
It appearing to this Court  
that no personal service of  
this suit could be made on  
made upon you, the defend-  
ants, that after diligent  
search plaintiffs can find  
no such persons upon  
whom they can lawfully  
make service, it is OR-  
dered that notice of this  
suit be published in the Re-  
publican, a newspaper circu-  
lated in Chicopee, once a  
week for three successive  
weeks, the last publication  
to be at least 20 days be-  
fore the return day of 6/  
17/23. Said return day of 6/  
17/23. Send copies of pleadings  
to:  
Lucas P. Marchitraser,  
Esq., Harmon Law Offices, P  
C, 150 California Street  
Newton, MA 02458  
ENTERED as an Order of this  
Court, on this 6 day of Feb,  
2023.  
ENTER:  
McDonough, J.  
JUSTICE OF THE SUPERIOR

Deborah A. Patterson  
Recorder  
23547  
(April 20)

**MONSON**  
HOOP CITY  
VENTURES, LLC  
99 South Main Street  
Fall River, MA 02721  
LEGAL NOTICE OF COMMU-  
NITY OUTREACH MEETING  
REGARDING AN ADULT-  
USE MARIJUANA ESTAB-  
LISHMENT PROPOSED BY  
HOOP CITY VENTURES LLC.  
Notice of Community Outreach  
Meeting for Hoop City Ven-  
tures LLC (d/b/a Bazed  
Cannabis) proposed Mari-  
juana Establishment is  
scheduled for Friday, May  
11, 2023, 5:30PM, at the  
Monson Town Hall, Main  
Street, Monson, MA 01057.  
The proposed Marijuana  
Retailer is anticipated to  
be located at 399 Boston  
Rd. West, Monson, MA.  
Community members will  
be encouraged to ask questions  
and receive answers from  
representatives of Hoop  
City Ventures, LLC.  
This meeting is not spon-  
sored or endorsed by the  
Town of Monson.  
(April 20)

Springfield



Call now for your free estimate! Financing available 413.203.4769

20% off total purchase\*\* Does not include cost of material.

\*\*Offer valid from 4/1/2023 until 4/30/2023. Minimum purchase required. This offer is valid for homeowners over 18 years of age. The following persons are not eligible for this offer: employees of the company, contractors, and anyone who has previously received this offer.

## 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): 5-5-23
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: 4-20-23

b. Name of publication: The Republican

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: 4-18-23

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

a. Date notice(s) mailed: 4-18-23

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

Name of applicant:

Hoop City Ventures LLC

Name of applicant's authorized representative:

Richard Raimore

Signature of applicant's authorized representative:



### **Plan to Remain Compliant with Local Zoning**

On May 9, 2022, the residents of the Town of Monson voted to amend the Town's Zoning Bylaw at its annual town meeting to allow the cultivation, production and dispensing of marijuana for adult-use in the Central Commercial (CC), General Commercial (GC), and Industrial (I) zoning districts. Please see the attached zoning bylaw for reference.

Hoop City Ventures LLC (the "**Company**"), proposes to operate a Marijuana Retailer (the "**Marijuana Establishment**") at 399 Boston Road W, Monson, MA 01057 (the "**Property**"). The Property is located in the General Commercial zoning district, which permits the operation of the proposed Marijuana Establishment subject to the granting of a Special Permit from the Monson Planning Board pursuant to Section 6.25 of the Monson Zoning Bylaw. The Company is in the process of pursuing its Special Permit.

The Property and Marijuana Establishment satisfy local zoning requirements in that this establishment will: (1) not exceed two (2) licenses in the Town of Monson; (2) not exceed 2,500 square feet of space open to the public; and (3) will not be located within three hundred (300) feet of a parcel occupied by a pre-existing public or private school or another marijuana retailer.

The Company previously discussed the existing Marijuana Establishment with Town officials, including the officials from the building department and police department and entered into a host community agreement with the Town that remains in effect.

The Company plans to continue to work with officials from the Town of Monson to ensure the operations continue to have a positive impact on the community.

The Company hereby submits that it will continue to comply with all local and state requirements and the Company will be responsible for ongoing compliance with local and state rules and regulations.

## **Plan for Positive Impact**

Hoop City Ventures, LLC (the “**Company**”) is basing its headquarters in Monson, MA, an area that has been identified by the Commission as an area of disproportionate impact. In addition, the Company is in close proximity to other areas of disproportionate impact. Springfield and Holyoke are located approximately 15 and 25 miles (respectively) from Monson. Monson, Holyoke, and Springfield shall be referred to herein as the “**Target Areas**”. Accordingly, the Company intends to focus its efforts in the Target Areas, and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

### **Goals:**

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

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.**

### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post notices in advance of the hiring process for available positions, via reputable online platforms, such as **Indeed.com** or in newspapers of general circulation in the Target Areas, including but not limited to, **The Republican**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.
2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post notice at least **two (2) weeks** prior to hosting

said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, ***The Republican***, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

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



**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:** 001484226

**1. The exact name of the limited liability company is:** HOOP CITY VENTURES LLC

**2a. Location of its principal office:**

No. and Street: 357 COTTAGE STREET  
 City or Town: SPRINGFIELD State: MA Zip: 01104 Country: USA

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

No. and Street: 357 COTTAGE STREET  
 City or Town: SPRINGFIELD State: MA Zip: 01104 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:**

THIS LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: RICHARD RAINONE  
 No. and Street: 357 COTTAGE STREET  
 City or Town: SPRINGFIELD State: MA Zip: 01104 Country: USA

**I, RICHARD RAINONE 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	RICHARD RAINONE	357 COTTAGE STREET SPRINGFIELD, MA 01104 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	RICHARD RAINONE	357 COTTAGE STREET SPRINGFIELD, MA 01104 USA

**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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD RAINONE	357 COTTAGE STREET SPRINGFIELD, MA 01104 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of February, 2021,**  
**RICHARD RAINONE**

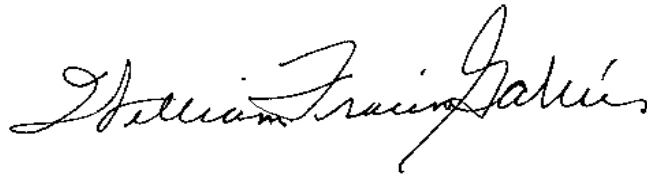
*(The certificate must be signed by the person forming the LLC.)*

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:

February 23, 2021 12:55 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

mass.gov/dor

Letter ID: L0192917024  
Notice Date: March 6, 2023  
Case ID: 0-001-894-793



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HOOP CITY VENTURES LLC  
99 S MAIN ST  
FALL RIVER MA 02721-5349

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, HOOP CITY VENTURES 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?***

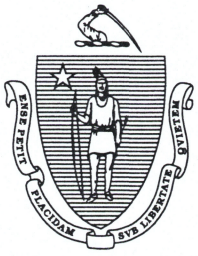
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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

March 15, 2023

TO WHOM IT MAY CONCERN:

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

**HOOP CITY VENTURES LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 23, 2021.**

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:  
**RICHARD RAINONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RICHARD RAINONE**



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

**OPERATING AGREEMENT**  
**OF**  
**HOOP CITY VENTURES LLC**

This OPERATING AGREEMENT (this “Agreement”) of HOOP CITY VENTURES LLC, a Massachusetts limited liability company (the “Company”), is made as of the 28th day of February, 2023 (the “Effective Date”), by and among the Company, the Persons identified on Exhibit A hereto as the members of the Company (the “Members”), and the Persons identified on Exhibit A hereto as the manager(s) of the Company (the “Managers”, and, as from time to time removed or replaced, collectively, the “Managers” or the “Board”).

**RECITALS**

**WHEREAS**, the Company was formed as a Massachusetts limited liability company by the filing of its Certificate of Organization (the “Certificate”) in the office of the Secretary of State of the Commonwealth of Massachusetts (the “Secretary”) on February 23, 2021;

**WHEREAS**, the Company, the Members, and the Board now wish to enter into this Agreement in order to set out fully their respective rights, obligations, and duties regarding the Company and its affairs, assets, liabilities, and the conduct of its business;

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledges, the Company, the Members, and the Board hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meanings set forth below:

“Abandoned Interest” shall have the meaning set forth in Section 6.4(b).

“Abandoned Interest Purchase Price” shall have the meaning set forth in Section 6.4(d).

“Act” shall mean the Massachusetts Limited Liability Company Act, M.G.L. c. 156C § 1 et seq., and any successor statute, as amended from time to time.

“Adjusted Capital Account Balance” shall mean with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant Fiscal Year or other allocation period, after giving effect to the following adjustments:

- (i) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Decrease such Capital Account by the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

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

“Affiliate” shall mean, as to any Person, any Person that (i) directly or indirectly Controls, is Controlled by, or is under common Control with, such Person; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Person, or (iii) is a Family Member.

“Assumed Tax Rate” shall mean, as determined by the Board in its sole discretion, the single highest effective marginal statutory combined federal, state, municipal, and local income tax rate for any Fiscal Year applicable to individuals to which the income of the Company for such Fiscal Year could be subject (on a flow-through basis), determined by also taking into account the comparative applicable tax rates in the Commonwealth of Massachusetts and in the various jurisdictions in which any Member who is an individual (or in the case of a Member that is a flow-through entity for tax purposes, its direct or indirect members through chains of flow-through entities who are individuals) reside for tax purposes for the applicable Fiscal Year, and taking into account the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income (but without taking into account any deductibility of state and local income taxes for federal income tax purposes).

“Agreement” shall have the meaning set forth in the Preamble.

“Board” shall have the meaning set forth in the Preamble.

“Cannabis Event of Withdrawal” means the failure of any Member, at any time, to comply with the terms of Section 3.11 hereof or the failure of any Member, at any time, to qualify or remain qualified as a party allowed to hold an interest in the Company, a Marijuana Establishment, or in any of the Company’s wholly-owned or partially-owned direct or indirect subsidiaries pursuant to the Cannabis Laws, and all other applicable laws, licenses, and registrations held by the Company relating to Cannabis.

“Cannabis Laws” means M.G.L. c. 94G and M.G.L. c. 94I and their respective implementing regulations, 935 C.M.R. 500.000, et seq., and 935 C.M.R. 501.000, et seq., each as applicable to the Company’s business and all other applicable state and municipal laws, regulations, and other requirements specifically directed at cannabis activities.

“Capital Account” shall have the meaning set forth in Section 5.1(c).

“Capital Contributions” shall have the meaning set forth in Section 3.2.

“CCC” shall mean the Massachusetts Cannabis Control Commission, and any successor agency thereto.

“Certificate” shall have the meaning set forth in the Recitals above.

“Claim” shall have the meaning set forth in Section 9.2.

“Class A Units” shall mean those Units that are authorized to vote on a matter requiring a vote of the Members.

“Class B Units” shall mean those Units that have no voting power whatsoever except to the extent required by applicable law.

“Code” shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

“Company” shall have the meaning set forth in the Preamble.

“Company Property” shall mean and include all property owned by the Company, whether real or personal and whether tangible or intangible.

“Control” and “Controlling” means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

“Depreciation” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

“Drag-Along Right” shall have the meaning set forth in Section 6.9(a).

“Drag-Along Seller” shall have the meaning set forth in Section 6.9(b).

“Effective Date” shall have the meaning set forth in the Preamble.

“Event of Withdrawal” shall mean (i) the bankruptcy or insolvency of a Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member’s interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any legal entity which is a Member.

“Excluded Claim” shall have the meaning set forth in Section 9.3.

“Fair Market Value” shall mean, as of any date and as to any asset, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset, neither buyer nor seller being under any obligation to engage in such transaction, reflecting appropriate adjustments for lack of control, lack of marketability and the like.

“Family Member” shall mean and include a Member’s spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Person and trusts for the benefit of each of the foregoing.

“Fiscal Year” shall have the meaning set forth in Section 2.9.

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

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset, as determined by the contributing Member and the Board, *provided, however*, that if the contributing Member is a member of the Board, the determination of Fair Market Value of a contributed asset shall be made by independent appraisal;

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross Fair Market Values, as reasonably determined by the Board after taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (C) the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (D) in connection with the issuance by the Company of a non-compensatory option to acquire an interest (other than an option for a *de minimis* interest); and (E) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), *provided, however*, that the adjustments pursuant to clauses (A) through (D) above shall only be made if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross Fair Market Value of such asset on the date of distribution as determined by the Board *provided, however*, that if the distributee is a member of the Board, the determination of Fair Market Value of such distributed asset shall be made by independent appraisal; and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 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); *provided, however*, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Board determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnified Person(s)” shall have the meaning set forth in Section 9.1.

“IRS” shall mean the U.S. Internal Revenue Service and any successor agency thereto.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

“Majority of Members” shall mean as of any date, the holders of a majority of all of the then issued and outstanding Class A Units of the Company. To the extent that any action proposed to be taken by the Board or the Company requires the prior consent or approval of a Majority of Members, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

“Marijuana Establishment” shall have the meaning given to such term under the Cannabis Laws.

“Member” shall mean any Person holding Units and named as a member of the Company on Exhibit A hereto as of the date hereof and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person’s capacity as a Member of the Company.

“Member Bankruptcy” shall mean, as to any Member, any of the following actions if not dismissed within 120 days: the filing of a petition for bankruptcy or reorganization, an assignment for the benefit of creditors, or the appointment of a receiver, trustee, or liquidator of all or substantially all of the Member’s assets, in each case under the U.S. Bankruptcy Code or the bankruptcy code or similar laws of any state.

“Offer” shall have the meaning set forth in Section 6.3(a).

“Offer Notice” shall have the meaning set forth in Section 6.3(a).

“Offered Units” shall have the meaning set forth in Section 6.3(a)(iv).

“Offeror” shall have the meaning set forth in Section 6.3(a).

“Partnership Representative” shall have the meaning set forth in Section 7.5(b)(i).

“Percentage Interest” shall mean, with respect to any Member, as of any date, the ratio (expressed as a percentage) of all of such Member’s Units on such date to the aggregate Units of all Members on such date. In the event that all or any portion of a Member’s Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Percentage Interest of the Transferor to the extent it relates to the Units transferred.

“Permitted Transfers” shall have the meaning set forth in Section 6.3.

“Person” shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

“Profits” and “Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or other period, determined in accordance with Code Section 703(a) (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), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall increase such taxable income or decrease such loss;

(ii) Any expenditure of the 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 Profits and Losses pursuant to this definition of “Profits” and “Losses” shall increase such taxable income or decrease such loss;

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

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

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of “Depreciation” in this Agreement; and

(vi) 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 a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses.

“Proposed Sale” shall have the meaning set forth in Section 6.8(a).

“Purchase Notice” shall have the meaning set forth in Section 6.3(c).

“Purchase Option” shall have the meaning set forth in Section 6.3(b).

“Purchase Price” shall have the meaning set forth in Section 6.8(a).

“Purchasers” shall have the meaning set forth in Section 6.3(c).

“Regulations” shall mean any and all rules and regulations promulgated by the IRS pursuant to the Code.

“Representatives” shall have the meaning set forth in Section 6.4(a).

“Selling Party” shall have the meaning set forth in Section 6.3(a).

“Substitute Member” shall mean a Transferee of all or any portion of the Units of a Member, which Transferee is admitted as a Member of the Company pursuant to Article VI.

“Tag-Along Exercise Period” shall have the meaning set forth in Section 6.8(b).

“Tag-Along Right” shall have the meaning set forth in Section 6.8(b).

“Tag-Along Members” shall have the meaning set forth in Section 6.8(a).

“Tag-Along Transferors” shall have the meaning set forth in Section 6.8(a).

“Taxing Jurisdiction” shall have the meaning set forth in Section 5.4.

“Transfer” shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or other transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

“Transfer Notice” shall have the meaning set forth in Section 6.8(a).

“Transfer Terms” shall have the meaning set forth in Section 6.8(a).

“Transferee” shall mean and include any recipient of a Transfer pursuant to Article VI.

“Transferor” shall mean and include any Person who Transfers any Units pursuant to Article VI.

“Units” shall represent the Members’ interests in the Company’s Profits and Losses, distributions of the Company’s assets pursuant to this Agreement and the Act, holder’s Capital Contributions and Percentage Interest and all rights granted to Members to participate in the management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members or the Board. Units may be issued in one or more classes each with its own particular rights, duties, and/or obligations.

“Withdrawal Notice” shall have the meaning set forth in Section 6.4(a).

“Withdrawal Purchase Option” shall have the meaning set forth in Section 6.4(b).

“Withdrawing Member” shall have the meaning set forth in Section 6.4(a).

## **ARTICLE II**

### **THE LIMITED LIABILITY COMPANY**

2.1 Formation. The Company was formed as a limited liability company pursuant to the Act. The Certificate was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals in conformity with the Act.

2.2 Name. The business of the Company shall be carried on in the name of the Company with such variations and changes as the Board shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company's operations are conducted.

2.3 Resident Office; Resident Agent. The name and address of the Company's resident agent in the Commonwealth of Massachusetts shall be Gregory DiPaolo, 99 South Main Street, Fall River, MA 02721, or such other resident agent as the Board may select from time to time.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 399 Boston Road West, Monson, MA 01057, or such other location as the Board may select from time to time.

2.5 Business Purpose of the Company. The general character of the business of the Company shall be (i) to apply for licenses to conduct cannabis-related businesses from the CCC and, after receipt thereof, to operate and manage a cannabis retail dispensary facility at the real property located at 399 Boston Road West, Monson, MA 01057, (ii) to directly and/or indirectly invest in the acquisition of equity in other Massachusetts businesses, and/or (iii) to engage in any other lawful business in which a Massachusetts limited liability company is authorized to engage.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, security agreement, any other agreements contemplated by any of the foregoing, and any contracts, instruments, and agreements incidental to the operation of any Company Property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments, guarantees of wholly-owned subsidiaries and other arrangements as the Board may deem necessary or appropriate in connection with the management and operation of the Company including, without limitation, contracts, agreements, and arrangements with vendors, consultants, advisers, accountants, attorneys, and other service providers;

(c) to enter into any contract, agreement, or arrangement with any Member, Manager, principal, or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided, however, that the terms and conditions of any such contract, agreement, and/or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing, and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) subject to Section 3.1, to admit new Members to the Company and to accept Capital Contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up, and routine transactional and maintenance expenses of the Company, including the creation, assumption,

or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs, and expenses incurred in connection with the issuance and sale of Units to new Members; and

(g) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 LLC Formalities; Financial Statements. The Company shall abide by all limited liability company formalities, including the maintenance of current minute books, and the Company shall cause its financial statements to be prepared in a manner that indicates the separate existence of the Company and its assets and liabilities and not permit its assets to be listed on the financial statements of any other entity, except that the assets and liabilities of the Company may be consolidated with one or more Affiliates in accordance with generally accepted accounting principles. The Company shall not assume the liabilities of any Member or any Affiliate of any Member, and shall not guarantee the liabilities of any Member or any Affiliate of any Member thereof (unless such Affiliate is also an Affiliate of the Company).

2.8 Continuation. Subject to the provisions of Article VIII, the Company shall have perpetual existence.

2.9 Fiscal Year. The fiscal year of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year (the "Fiscal Year").

### **ARTICLE III MEMBERS**

3.1 Members. No Person may become a Member unless he, she, or it is admitted in accordance with this Agreement, and also qualifies under the Cannabis Laws as a Person allowed to hold an interest in all licenses and registrations held by or hereafter held by the Company, and/or held by any of the Company's direct or indirect subsidiaries from time to time.

3.2 Roster. The Company shall maintain a roster of the Members and the number of Units and the amounts of cash or the Fair Market Value (as determined under this Agreement) of other property contributed to the capital of the Company (each contribution, a "Capital Contribution"), as well as all additional Capital Contributions, of each Member.

3.3 Authority of Members. Except as otherwise expressly provided herein, no Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member's status as a Member. Except as otherwise expressly provided herein, all authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business is, and shall be, vested in the Board.

3.4 Meetings of Members. At any time and from time to time, the Board may, but shall not have any obligation to, call meetings of the Members, and Members holding not less than twenty-five percent (25%) of all of the Units then issued and outstanding may call a meeting. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority of Members shall constitute a quorum for all

purposes at any such meeting. Each meeting shall be conducted by the Board or a designee of the Board. Unless prohibited by applicable law, each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on which such Member is entitled to consent or otherwise participate. Any proxy must be signed by the Member giving such proxy or by such Member's attorney-in-fact. A Member may attend a meeting by telephonic or other electronic method of participation. Any act of the Members shall be authorized by a Majority of Members.

3.5. Written Consent in Lieu of Meeting. Any action of the Members which may be undertaken pursuant to Section 3.3 or Section 3.4 may also be taken by a written consent executed by such Members as would be required to approve such action at a duly convened meeting at which all Members were present.

3.6 Liability of the Members.

(a) No Liability for Company Obligations. All debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member shall have any obligation with respect to any such debt, obligation, or liability of the Company solely by reason of being a Member.

(b) Limitation on Liability. Except as otherwise expressly required by applicable law, no Member shall have any liability in excess of: (i) the amount of its aggregate Capital Contributions, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to such Member.

3.7 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units repurchased by the Company, (c) it is acquiring its Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, and (d) it understands that the Units have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.8 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Board in writing, or (iii) as provided in the Certificate, as the same may be amended from time to time.

3.9 Admission of Members. New Members shall be admitted to the Company only with the prior written consent of the Board, subject to Section 3.1 and the provisions of Article VI.

3.10 Member Resignation. Except in the case of a Transfer of its Units to a Substitute Member in accordance herewith, a Member may not resign from the Company or otherwise disassociate itself from the Company without the prior written consent of the Board.

3.11 Member Duties and Obligations. Each Member shall take (or refrain from taking) all such actions and shall do (or refrain from doing) all such things as may be reasonably requested by the Board in connection with the application for, compliance with, and/or renewal of, any governmental license, permit, or approval, including, without limitation, any CCC license, any application therefor, or any renewal thereof.

## **ARTICLE IV MANAGEMENT OF THE COMPANY**

4.1 Management by the Board. Except for the election, removal, and replacement of Managers as provided in this Agreement, (a) the management of the Company is and remain fully vested in the Board; (b) all management and other responsibilities and powers of the Company not specifically reserved to the Members in this Agreement shall be vested solely in the Board, and (c) the daily business and affairs of the Company shall be managed under the direction of the Board. All services to be furnished by the Board may be delegated to and furnished by an officer or employee of the Company or any other Person or agent designated or retained by the Board. Decisions or actions taken by the Board in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company. In connection with the management of the business and affairs of the Company, without limiting the foregoing, the Board, for and in the name of and on behalf of Company, and unless otherwise provided herein to the contrary, without any approval by or consent of a Majority of Members, are hereby authorized:

(a) to execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation, and disposition of any Company asset;

(b) to borrow money from the Members or third parties, to issue evidences of such indebtedness as is necessary, convenient, or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge, or other Lien on any Company asset;

(c) to borrow money from and for, and to guarantee the indebtedness of, wholly-owned Affiliates, and to issue evidences of such indebtedness as is necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and to secure the same by mortgage, pledge, or other Lien on any Company asset;

(d) to prepay in whole or in part, renew, refinance, recast, consolidate, increase, modify, or extend any debt of the Company, and in connection therewith to execute and record any documents relating thereto;

(e) to enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliates of, or otherwise be affiliated with, any one or more of the Managers or Members, and to enter into agreements to employ any Member, Manager, or other Person to provide management or other goods and/or services to the Company; *provided, however,* that any employment of such Member, Manager, or Person is on terms

not less favorable to the Company than those offered by Persons who are not Affiliates of a Manager or Member for comparable good or services;

(f) to pay out of Company funds any and all fees and make any and all expenditures which the Board, in its sole discretion, deems necessary or appropriate in connection with the organization of Company, the management of the affairs of Company, and the carrying out of the Board's obligations and responsibilities under this Agreement and the Act;

(g) except as otherwise directed by the Partnership Representative (as herein defined) with respect to those matters within the powers of the Partnership Representative, to make and revoke any election permitted to the Company by any taxing authority in such manner as the Board may decide, and to cause to be paid any and all taxes, charges, and assessments that may be levied, assessed, or imposed upon any of the assets of the Company, unless the same are contested by the Partnership Representative, which the Partnership Representative is hereby expressly authorized to do; and

(h) except as otherwise provided herein, to engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts (including, without limitation, the Act) and in each jurisdiction where the Company has qualified or is doing business (including, without limitation, their respective limited liability company acts or analogs thereof).

4.2 The Board and Voting. The Company shall at all times have at least one (1) Person serving as a Manager from time to time, and all of those collectively shall constitute the Board. Any Person, including a non-Member, may serve as a Manager provided such Person is eligible to serve as a Manager in accordance with the Cannabis Laws. Initially, the Managers shall be Richard Rainone, an individual, and Chris Vianello, an individual. A quorum shall consist of all Managers if there be two (2) or fewer Managers then in office, and otherwise a quorum shall be a majority of all of the Managers then serving on the Board. Meetings of the Board shall be held at such places and times and with such frequency as is determined by the Board, and may be conducted through in-person meetings, telephonically, or through other electronic communication permitting all Managers to communicate simultaneously. No action shall be taken by the Board with respect to the business and affairs of the Company unless such action has been approved by a majority of the Managers then serving. Actions of the Board may also be taken by written consent. Any Manager may call a meeting of the Board upon not less than twenty-four (24) hours advance written notice, which notice may be given by electronic communication and shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Accurate minutes of any meeting of the Board shall be maintained by the Manager selected at that Board meeting for that purpose.

4.3 Appointment, Removal, and/or Replacement of a Manager. The Members shall elect each Manager by the affirmative vote of a Majority of Members. Each Manager shall serve until such Manager (i) dies, (ii) resigns upon giving sixty (60) days prior written notice to the Members, or (iii) is removed by the affirmative vote of a Majority of Members. Any replacement to fill the vacancy of any such Manager shall be appointed by the affirmative vote of a Majority of Members.

4.4 Managers Have No Exclusive Duty to Company. Each Manager shall devote to the Company such time as such Manager may deem reasonably necessary to manage the business and affairs of the Company. Each Manager may engage in or have an interest in other business ventures which are

similar to, or competitive with, the business of the Company, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage, or development of ventures competitive with ventures owned by the Company, and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Board nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.5 Bank Accounts; Company Books. The Board may from time to time open bank accounts for and in the name of the Company. The Board shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable written request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.6 Officers. The Board may appoint individuals as officers of the Company with such titles as the Board may select from time to time to act for and on behalf of the Company, with such powers and authority as the Board may delegate to any such individual in writing.

4.7 Elimination of Fiduciary Duties. The fiduciary duties of the Members to the Company and of each Manager and each officer to the Company and the Members are hereby eliminated except to the limited extent expressly provided in this Agreement or as otherwise required by applicable law.

4.8 Potential Conflicts of Interest. The Members acknowledge that certain Members have, or may in the future have, equity interests in other companies which (solely by virtue of the equity ownership and/or management thereof) qualify as Affiliates of the Company hereunder. The Members further acknowledge the potential conflicts of interest that may arise between or amongst such Affiliates and the Company since such Affiliates operate or may operate in the cannabis industry and operate or may operate using the same trade name (e.g., "Dazed Cannabis"), such Affiliates and the Company may use certain services (e.g., marketing and advertising) under a single contract, such Affiliates and the Company may have overhead expenses allocated amongst them under such contracts, and ultimately, all or some of such Affiliates and the Company may, or may not, be transferred to a third-party acquirer as part of a comprehensive transaction. Notwithstanding the provisions of Section 4.7 above, with respect to any potential conflict of interest that may arise due to certain Members' equity ownership and/or management of the Company and their equity ownership and/or management of other companies which qualify as Affiliates of the Company hereunder, the Managers and officers of the Company shall at all times act in good faith and in the reasonable best interests of the Company and its Members, in recognition of the duty of good faith and fair dealing hereby assumed by the Managers and officers of the Company, and shall keep Members apprised of any potential or actual conflicts of interest situations.

## **ARTICLE V**

### **ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT; ALLOCATIONS OF PROFITS AND LOSSES; DISTRIBUTIONS**

5.1 Additional Capital Contributions; Capital Accounts.

(a) Issuance of Units; Additional Capital Contributions. With the consent of the Majority of Members, the Board may, from time to time, cause the Company to raise additional capital. In connection with any such capital raising, the Company may issue and sell additional Units.

(b) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a “Capital Account”) in accordance with the provisions of Section 5.3 and accordingly:

(i) To each Member’s Capital Account there generally shall be credited such Member’s Capital Contributions, such Member’s distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member’s Capital Account there generally shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member’s distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that any Units are Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units.

(iv) If during any Fiscal Year there is a change in any Member’s Units, allocations of Profits or Losses (or items thereof) for such Fiscal Year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Code Section 706.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts otherwise distributable to any Member pursuant to this Agreement.

(c) Negative Capital Account Restoration. No Member shall be obligated to restore any negative balance in such Person’s Capital Account. No Member shall be compensated for any positive balance in such Person’s Capital Account except as otherwise expressly provided herein.

(d) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, that subject to the provisions of Section 4.1(c), the Company may borrow funds or enter into other similar financial accommodations with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

### 5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Allocation of Losses Generally. Except as otherwise provided herein, the Losses of the Company shall be allocated on a cumulative basis in one or more series of allocations, as follows: (i) in proportion to the Members' positive Capital Account balances until each such Capital Account balance is reduced to zero; and (ii) thereafter, in proportion to the Percentage Interest held by each Member.

(b) Allocation of Profits Generally. Except as otherwise provided herein, the Profits of the Company shall be allocated on a cumulative basis in one or more series of allocations, as follows: (i) first, to that Member, or to those Members, pro rata, whose Capital Account to Percentage Interest ratio is the least of all Members, until all Members' Capital Account to Percentage Interest ratio is the same; (ii) second, in proportion to prior allocated net Losses for which no prior allocation has been made pursuant to this Section 5.3(b); (iii) third, to that Member, or to those Members pro rata, whose Capital Account to Percentage Interest ratio is the least of all Members, until all Members' Capital Account to Percentage Interest ratio is the same, and (iv) thereafter, pro rata in accordance with the Percentage Interest held by each such Member, all of which shall be subject to, and in compliance with applicable tax law.

(c) It is the intention of the Members that the allocations pursuant to Sections 5.3(a) and 5.3(b) be made in such manner as will have substantial economic effect or otherwise be in accordance with the Members' interest in the Company in accordance with Regulations Section 1.704-1(b) and 1.704-2. Without limiting the foregoing, it is anticipated that all allocations of Profits and Losses (and items thereof) among the Members will be allocated to the Members, in accordance with the provisions of such Regulations regarding "partner nonrecourse deductions," "nonrecourse deductions," limitations imposed on the deficit balance in a Member's capital account and "qualified income offset," "partnership minimum gain," and "partner nonrecourse debt minimum gain," as such terms are defined in Regulations Sections 1.704-2(i)(1), 1.704-2(b)(1), 1.704-1(b)(2)(ii)(d), 1.704-2(b)(2) and 1.704-2(i)(2), respectively, are incorporated herein by reference, and shall apply to the Members (and any Transferees) in such Member's capacity as a Member for federal income purposes. Losses allocated to a Member pursuant to this Section 5.3(a) shall not exceed the maximum amount of Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

#### (d) Tax Allocations.

(i) Subject to Section 5.3(d)(ii) and 5.3(d)(iii), each item of income, gain, loss, or deduction for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Profits or Losses or is specially allocated pursuant to Section 5.3(b) shall be allocated among the Members in the same proportion as the corresponding item is allocated among them pursuant to Section 5.3(b).

(ii) In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Code Section 704(c). In connection with the admission of a subsequent Member as of the date hereof, the Capital Accounts of the Members shall be adjusted to reflect the current Gross

Asset Values of the Company's assets, as described in subsection (ii)(A) of the definition of Gross Asset Value.

(iii) The tax allocations made pursuant to this Section 5.3(d) shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

(e) Former Members. Any allocations described above in this Section 5.3 also shall be made by the Company to any former Member to the extent applicable, as reasonably determined by the Board.

(f) Code Section 754 Election. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Code Section 754.

5.4 Non-Federal Taxes. As determined by the Board, to the extent that the laws of any state or other local jurisdiction having jurisdiction over the Company (each, a "Taxing Jurisdiction") require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, *provided, however*, that if the Member was not entitled to such a distribution, upon written notice or demand by the Company to the Member evidencing such payments by the Company, such Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest, and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest, and penalties so paid and such amounts shall be also treated as such an advance distribution and, if the Member is not entitled to a distribution, be subject to repayment as provided above in this Section 5.4.

#### 5.5 Distributions.

(a) Generally. Distributions by the Company to its Members, in their capacity as such, shall be made to all the Members in accordance with this Section 5.5 at such times and in such amounts as may be determined by the Board. Subject to the provisions of Sections 5.5(b), 5.5(d), and 5.5(f), the Board shall have sole discretion to determine the amounts and time for any such distributions. In this regard, the Board may take into account such matters as the repayment of obligations to creditors and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company's business affairs. Distributions may be made in cash or in other property, as reasonably determined by the Board. Distributions other than in cash shall be valued as reasonably determined by the Board.

(b) Distributions. Subject to Sections 5.5(d) and 5.5(f), all distributions from available cash flow and capital event proceeds shall be distributed to the Members pro rata in proportion to such Members' respective Percentage Interests.

(c) Reserved.

(d) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement to the contrary, to the extent funds are available, the Board shall make minimum distributions to each Member from time to time with respect to any Fiscal Year or other tax period in an amount sufficient to pay when due any federal, state, and local income taxes imposed on such Member, calculated using the Assumed Tax Rate, that is attributable to the cumulative taxable income allocated to such Member under this Agreement with respect to the applicable Fiscal Year or other tax period. Tax distributions pursuant to this Section 5.5(d) shall not be made with respect to the Fiscal Year in which the Company liquidates. Tax distributions made hereunder shall be treated as an advance on other distributions to which a Member otherwise would be entitled in respect of such Member's Units, and shall therefore reduce the amount of such other distributions payable to that Member under this Agreement in respect thereof. The amount of tax distributions made to any Member with respect to a Fiscal Year or other tax period shall be reduced by the amount of the distributions made to such Member with respect to such Fiscal Year or other period pursuant to Section 5.5(b) and Section 5.5(c).

(e) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distributions to the Members if such distributions would violate the Act or other applicable law.

(f) Liquidation Distributions. Upon liquidation of the Company, the assets of the Company shall be distributed as follows:

First, unless and until each Member has received one or more distributions pursuant to Section 5.5(b) and this Section 5.5(f) totaling an amount equal to 100% of such member's total Capital Contributions, to each Member on the basis of such Member's Percentage Interest;

Second, to the Members with a positive balance in their Capital Accounts, the Company shall distribute pro rata the amount of such positive balances; and

Third, to the extent there remain any assets of the Company to distribute, then such assets shall be distributed pro rata in proportion to the Percentage Interest held by each Member.

5.6 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state, or local government, any amounts required to be withheld pursuant to the Code, as amended, or any other provisions of any other federal, state, local, or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.5 for all purposes of this Agreement.

5.7 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Board may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a "foreign person" within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within thirty (30) days after such request,

the Board may withhold and pay over to the IRS such portion of such Person's distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

5.8 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

## **ARTICLE VI TRANSFERABILITY**

### 6.1 Transfers Generally.

(a) Generally. No Member shall have the right to Transfer any of its Units except in accordance with this Article VI and in compliance with the Cannabis Laws. Notwithstanding any other provision of this Agreement to the contrary, any Transfer or attempted Transfer in violation of this Article VI and/or the requirements of the Cannabis Laws is void ab initio.

(b) Requirements. In the event that Sections 6.2 - 6.9, below, are satisfied with regard to any Transfer of any Units, as a condition to recognizing the effectiveness and binding nature of such Transfer as against the Company or otherwise, and the substitution of a new Member, the Board may require the Transferring Member and the proposed Transferee to execute, acknowledge, and deliver to the Board such instruments of Transfer, assignment, and assumption and such other certificates, representations, and documents, and to perform all such other acts which the Board may deem necessary or desirable to:

- (i) duly admit such Transferee as a new Member;
- (ii) assure that the Transferee qualifies as a Member under Section 3.1;
- (iii) confirm that the Transferee has accepted, assumed, and agreed to be subject and bound by all of the terms, obligations, and conditions of this Agreement, as the same may have been further amended;
- (iv) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized, or does business;
- (v) maintain the status of the Company as a partnership for federal tax purposes;  
and
- (vi) assure compliance with any applicable state and federal laws including, but not limited to, securities laws and regulations and the Cannabis Laws.

(c) Effective Date of Transfer. Any Transfer of a Unit or admission of a Member in compliance with this Article VI shall be deemed effective as of the last day of the calendar month in which the Board's written consent thereto was given, unless the Board agrees in writing to a different date.

(d) Indemnification. The Transferring Member hereby indemnifies the Company, each Manager, and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits and reasonable accounting and legal expenses) arising directly or indirectly as a result of any Transfer.

6.2 Board Approval. The prior consent of the Board is a necessary condition to any Transfer, except that with respect to any Transfer to be made in accordance with Section 6.3 below, the Board's consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything contained herein to the contrary, if the Board does not approve the proposed Transfer of any Unit to a Transferee then the proposed Transferee shall have no right to become a Member or an owner of any Units or to otherwise participate in the management of the business and affairs of the Company.

6.3 Permitted Transfers. Subject to the requirements of Section 3.1, Section 6.1, and Section 6.2, all Transfers of Units to a current Member, an Affiliate of a current Member, or to a Family Member of a current Member may be undertaken without compliance with the terms of Section 6.4, Section 6.8, and Section 6.9 (the "Permitted Transfers"), it being understood that all Permitted Transfers shall be exempt from the requirements of said Section 6.4, Section 6.8, and Section 6.9.

#### 6.4 Right of First Refusal Upon Sale of Units

(a) In the event that any Member(s) (each, a "Selling Party") shall at any time desire to sell a number of Units which constitute less than a majority of all of the then issued and outstanding Units then, in addition to other requirements and limitations set forth in this Agreement, such Selling Party shall first receive a bona fide written offer (the "Offer") from an offeror (the "Offeror") to purchase such Units. The Selling Party shall then give written notice (the "Offer Notice") to the other Members of such Member's intention to so sell. The Offer Notice shall:

- (i) state the name, business, and address of the Offeror;
- (ii) include a copy of the Offer with the amount of the consideration and the other terms of the Offer;
- (iii) include the Offeror's representation and covenant that he or she or it satisfies and will comply with each and every condition imposed by the terms of this Agreement;
- (iv) state the intention to Transfer the Units and the amount of Units to be transferred (the "Offered Units");
- (v) include the Offeror's agreement to pay for, and reasonable deposit for the payment of, all costs and fees to be incurred or suffered by the Company to seek any consents or approvals required or reasonably deemed needed by the Company from any governmental authorities (including, but not limited to, the CCC), or any third party to admit the Offeror;

(b) The non-Selling Members shall have an option to purchase all, or any portion, of the Offered Units on the same terms and conditions as set forth in the Offer Notice (the "Purchase Option").

(c) The Purchase Option granted in this Section must be exercised by the non-Selling Members wishing to do so (the "Purchasers") by written notice given by each during the period ending fifteen (15) business days after the receipt by all of the Members of the Offer Notice, stating the

number of Units the Purchaser wishes to purchase (the “Purchase Notice”). The Closing Date for all such Purchases shall be ninety (90) days after the date of the Offer Notice. If a Purchase Notice is not timely given, or if timely given, the Purchaser does not timely close the Purchase, it shall be deemed that the Purchase Option was rejected.

(d) If and to the extent that the non-Selling Members do not exercise their right to purchase all of the Offered Units in their entirety, then the Selling Party shall then have the right to transfer that portion of the Offered Units which the non-Selling Members have not elected to purchase in accordance with the Offer Notice within a period no sooner than thirty (30) days but no later than sixty (60) days next following the expiration of the Purchase Option. In the event the Selling Party has not transferred the Offered Units during such period in accordance with the Offer Notice or the Board does not approve the Transferee then any transfer shall be null and void, and the Offered Units will continue to be subject to this Agreement.

#### 6.5 Right of First Refusal Upon Event of Withdrawal.

(a) Notice of Event of Withdrawal. In the event that any Member (a “Withdrawing Member”) shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member (the “Representatives”) shall give written notice within ninety (90) days of the occurrence of such event (the “Withdrawal Notice”) to the Board and to the other Members of the withdrawal of the Withdrawing Member.

(b) Option to Purchase. For a period of ninety (90) days after the receipt by the Members of the Withdrawal Notice, the non-withdrawing Members shall have an option to purchase (the “Withdrawal Purchase Option”) all, but not less than all, of the Withdrawing Member’s Units in the Company (the “Abandoned Interest”), on the terms and conditions set forth below in subparagraphs (c) and (d) below.

(c) Exercise of Option. The Withdrawal Purchase Option granted in this Section to the Members must be exercised by written notice within said ninety (90) day period and the purchase shall occur no later than sixty (60) days thereafter. If and to the extent that the Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Units represented by the Abandoned Interest and right to request admission as a Substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Member by operation of law, but subject, nevertheless, to the provisions of Section 3.1 and Section 6.1.

(d) Purchase Price. If the non-withdrawing Members elect to exercise the Withdrawal Purchase Option, the purchase price for the Abandoned Interest (the “Abandoned Interest Purchase Price”) shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Board. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Member. The cost of the appraisal shall be paid by the Company. The Abandoned Interest Purchase Price shall be paid in cash by the non-withdrawing Members by wire transfer of immediately available funds or by certified or bank treasurer’s check upon the Transfer of the Abandoned Interest.

6.6 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the

Company to be treated as an association taxable as a corporation for federal income tax purposes, including pursuant to Code Section 7704.

6.7 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement, and (ii) the Transferee has been admitted as a Member of the Company and has fulfilled the terms and conditions of Section 6.1. In the absence of the substitution (as provided herein) of a Member for any Transferring Member, any payment to a Member, or any trustee in bankruptcy in accordance with the terms of this Agreement, shall acquit the Company and all other Members of all liability to any other Persons who may be interested in such payment by reason of any purported Transfer by such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

6.8 Tag-Along Rights.

(a) Delivery of Tag-Along Notice. Subject to the provisions of this Article VI, in the event that any Member(s) desires to Transfer Units which constitute a majority of all of the then issued and outstanding Units (the “Tag-Along Transferors”) to any one or more Persons in an arm’s length single transaction or series of related transactions, then the Tag-Along Transferors shall provide all other Members (the “Tag-Along Members”) with written notice (each, a “Transfer Notice”) of their intention to Transfer the Units, specifying in such Transfer Notice the identity of the proposed Transferee, the number of Units to be transferred, the purchase price therefor (the “Purchase Price”), and the terms (the “Transfer Terms”) of the proposed sale (the “Proposed Sale”).

(b) Tag-Along Right. Upon receipt of a Transfer Notice, each Member that is not a Tag-Along Transferor, shall have a period of twenty (20) days (the “Tag-Along Exercise Period”) to exercise the right and option (the “Tag-Along Right”) to sell to the proposed Transferee in the Proposed Sale at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, up to that number of Units owned by such Tag-Along Member as shall equal the product of (i) a fraction, the numerator of which is the number of Tag-Along Units and the denominator of which is the aggregate number of Units owned of record as of the date of the Tag-Along Notice by the Tag-Along Transferors, multiplied by (ii) the number of Units owned or record by such Tag-Along Member as of the date of the Tag-Along Notice. Such written notice shall state the aggregate number of Units that such Tag-Along Member proposes to include in such Transfer.

(c) Exercise. If any Tag-Along Member exercises its rights pursuant to this Section 6.8, then Tag-Along Transferors will attempt to obtain from the proposed Transferee a commitment, for the benefit of each such Tag-Along Member, to purchase the number of Units that such Tag-Along Member proposes to include in such Transfer pursuant to this Section 6.8. To the extent Tag-Along Transferors cannot obtain such a commitment from such proposed Transferee for each of the Tag-Along Members, the Tag-Along Transferors and Tag-Along Members shall reduce the number of Units being sold by the Tag-Along Transferors and Tag-Along Members such that each Tag-Along Transferor and each Tag-Along Member sells a number of Units as is determined by multiplying (i) a fraction, the numerator of which is equal to the number of Units that such Tag-Along Transferor or such Tag-Along Member, as the case may be, would have sold if Tag-Along Transferors had obtained such commitments from such proposed Transferee, and the denominator of which is equal to the total

number of Units that would have been sold by all of such Tag-Along Transferors and all of such Tag-Along Members if Tag-Along Transferors had obtained such commitments from such proposed Transferee, multiplied by (ii) the total number of Units that such proposed Transferee is in fact acquiring from all Tag-Along Transferors and all Tag-Along Members. Anything in this Section to the contrary notwithstanding, each reduction shall be determined based on the amount to be distributed to each of the Tag-Along Transferors and each of the Tag-Along Members as if the proceeds were to be distributed pursuant to Section 5.5 at the time of such Transfer.

(d) Closing. The closing of the Transfer of the Units with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 6.8 is subject to, and will take place concurrently with, the closing of the Transfer of the Units by Tag-Along Transferors to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Units shall deliver to the proposed Transferee, free and clear of all liens, the Units to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee (but giving effect to the distribution priorities, if any, set forth in Section 5.5) in respect of such Units as described in the Tag-Along Notice.

(e) Subsequent Transfer. If any Tag-Along Transfer is not closed within six (6) months from the date of the Transfer Notice, with the same proposed Transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

#### 6.9 Drag-Along Rights.

(a) Following the expiration of the Tag-Along Exercise Period, the Tag-Along Transferors shall have a period of fifteen (15) days to elect by written notice to require all Members that did not exercise their Tag Along Right to participate in the proposed transaction (the “Drag-Along Right”) at a price and on terms equivalent to the per Unit Purchase Price and the Transfer Terms, provided that the liability of any Member for any breach of representations or covenants shall be joint but not several for any Member holding less than twenty percent (20%) of all Units outstanding.

(b) No Member participating in a Proposed Sale (a “Drag-Along Seller”) pursuant to the exercise of Drag Along Rights of the Tag-Along Transferors shall be required to make any representations and warranties other than those related to authority, ownership, and the ability to convey title to such Units, including, but not limited to, representations and warranties that (i) the Drag-Along Seller holds all right, title, and interest in and to the Units such Drag-Along Seller purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Drag-Along Seller in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Drag-Along Seller have been duly executed by the Drag-Along Seller and delivered to the acquirer and are enforceable (subject to customary limitations) against the Drag-Along Seller in accordance with their respective terms, and (iv) neither the execution and delivery of documents to be entered into by the Drag-Along Seller in connection with the transaction, nor the performance of the Drag-Along Seller’s obligations thereunder, will cause a breach or violation of the terms of any agreement to which

the Drag-Along Seller is a party, or any law or judgment, order, or decree of any court or governmental agency that applies to the Drag-Along Seller.

(c) A Drag-Along Seller is not required to agree (unless such Drag-Along Seller is a Manager, officer, or employee of the Company) to any restrictive covenant in connection with the Proposed Sale (including, without limitation, any covenant not to compete or covenant not to solicit customers, employees, or suppliers of any party to the Proposed Sale).

(d) A Drag-Along Seller is not liable for the breach of any representation, warranty, or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Company as well as breach by any Member of any identical representations, warranties, and covenants provided by all Members).

(e) A Drag-Along Seller's liability shall be limited to such Drag-Along Seller's applicable share of the proceeds from such Proposed Sale (as determined based on the respective proceeds payable to each Drag-Along Seller in connection with such Proposed Sale) but that in no event exceeds the amount of consideration otherwise payable to such Drag-Along Seller in connection with the Proposed Sale, except with respect to claims related to fraud by such Drag-Along Seller, the liability for which need not be limited as to such Drag-Along Seller.

(f) Upon the consummation of the Proposed Sale (i) each holder of the Units must receive the same form of consideration for their Units as is received by other holders in respect of their Units, and (ii) unless waived pursuant to the terms of this Agreement and as may be required by applicable law, the aggregate consideration receivable by all holders of the Units shall be allocated among the holders of Units giving effect to the distribution priorities set forth in Section 5.5.

(g) If any Proposed Sale is not closed within six (6) months from the date of the Transfer Notice, with the same proposed transferee and at the same or better Purchase Price and Transfer Terms than those set forth in the Transfer Notice, then prior to concluding any other proposed transfer of a majority of Units to any one or more Persons in a single transaction or series of related transactions, the Tag-Along Transferors shall be required to give all Members a new notice of their desire to transfer in accordance with the foregoing requirements and the foregoing procedures shall again be followed.

6.10 Redemption Upon Cannabis Event of Withdrawal. Upon the occurrence of a Cannabis Event of Withdrawal with respect to any Member, the Company shall have the right, exercisable at any time following the occurrence of such a Cannabis Event of Withdrawal, to redeem all of the applicable Member's Units for a purchase price equal to the book value of such Member's Units, as such book value is reasonably determined by the Company's then current certified public accounting firm.

## **ARTICLE VII**

### **BOOKS, ACCOUNTING AND TAX TREATMENT**

7.1 Books and Records; Accounting. The Board shall keep or cause to be kept at the principal place of business of the Company (or at such other place as the Board shall determine in its sole discretion from time to time) true and complete books and records regarding the status of the business and financial condition of the Company. At a minimum, the Company shall keep (and, at the request

of a Member, shall deliver to such Member by United States Mail or by electronic mail, as requested by the Member) the following records:

- (a) A copy of the Certificate and all amendments thereto;
- (b) Copies of the Company's federal, state, and local income tax returns and financial statements for the six (6) most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by a certified public accountant selected by the Board;
- (c) Copies of the Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;
- (d) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional Capital Contributions are to be made by each Member;
- (e) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;
- (f) Other writings, if any, prepared pursuant to a requirement in this Agreement or prepared according to requirements of the Act.

7.2 Financial Statements. The Company will send to all Members not more than ninety (90) days after the end of each Fiscal Year a financial report including a balance sheet and statements of income, changes in Member's equity and changes in cash flows, prepared in accordance with accounting principles used to prepare the Company's federal income tax return and a statement for each Member of its Capital Account. In addition, within sixty (60) days after the end of each calendar quarter the Company will provide the Members with unaudited financial statements. Notwithstanding the foregoing, the Board may, in its discretion, also provide an audited financial report and/or any other Company information to any Member.

7.3 Accounting Period. The Company's accounting period shall be the Fiscal Year.

7.4 Tax Treatment. The Members intend for the Company to be considered a partnership for federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their respective shares of Profits and Losses (and items thereof) for income tax purposes. The Board will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for federal income tax purposes and will file or cause to be filed any elections that may be required (but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for federal income tax purposes.

7.5 Tax Returns; Partnership Representative.

(a) Preparation and Filing. The Board shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such tax returns, or pertinent information therefrom, shall be furnished to each Member as soon as practical after the end of the Fiscal Year but in any event not more than ninety (90) days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

(b) Partnership Representative.

(i) The Board shall, from time to time, designate a Person to serve as the "partnership representative" within the meaning of Code Section 6223 or any successor provision or similar provision of state or local tax law (the "Partnership Representative"). Each Member hereby consents to such designation and agrees that, upon the request of the Partnership Representative, such Member shall execute, certify, acknowledge, deliver, swear to, file, and record such documents as may be reasonably necessary or appropriate to evidence such consent.

(ii) The Partnership Representative shall have the right to take all actions authorized, permitted, or required by the Code (or any similar provision of state or local tax law) for such a "partnership representative," but subject to the restrictions and limitations set forth in this Agreement and subject to Board approval. Without limiting the generality of the foregoing, the Partnership Representative shall have the discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to any audit, examination, or investigation (including any judicial or administrative proceedings) of the Company by any taxing authority and whether to make any available election under Code Sections 6221 through 6241 (or any successor provision or similar provision of state or local tax law) with respect to any audit or other examination of the Company relating to taxes; provided, however, that the Partnership Representative shall make any tax election requested in writing by a Majority of Members if such election does not materially increase the tax obligations of any other Member. If there is a deadlock between the Managers regarding any tax election or other material duty to be performed by the Partnership Representative, the Partnership Representative shall present the issue to the Company's accountants and follow the recommendation of such accountants. In making any recommendation hereunder, the Company's accountants shall consider the interests of the Company and all of the Members.

(iii) Each Member shall promptly, upon request, furnish to the Partnership Representative any information that the Partnership Representative may reasonably request in connection with (A) any tax election of the Company (and the Company's and such Member's compliance with any such election) or (B) any audit, examination, or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. Without limiting the foregoing, at the request of the Partnership Representative in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any partnership in which the Company invests, directly or indirectly, each Member shall promptly file one or more amended returns in the manner contemplated by Code Section 6225(c) (or any successor provision or similar provision of state or local tax law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election pursuant to Code Section 6226 (or any successor provision or similar provision of state or local tax law)

with respect to an “imputed underpayment,” each Member shall comply with the applicable requirements under the Code and applicable Regulations.

(iv) At the request of the Partnership Representative, each Member shall provide the Partnership Representative and the Company with any information available to such Member and with such representations, certificates, or forms relating to such Member (or its direct or indirect owners or account holders) and any other documentation, in each case, that the Partnership Representative determines are reasonably necessary to make an election under Code Section 6221(b)(1) (or any successor provision or similar provision of state or local tax law), to modify an “imputed underpayment” under Code Section 6225(c) (or any successor provision or similar provision of state or local tax law), or to take any other actions or make any elections allowed to be taken or made under Code Sections 6221 through 6241 (or any successor provision or similar provision of state or local tax law). Notwithstanding anything to the contrary in this Agreement, any information, representations, certificates, forms, or documentation so provided may be disclosed to any applicable taxing authority.

(v) In the event that the Company is responsible for the payment of any “imputed underpayment” in respect of an administrative adjustment pursuant to Code Section 6225(a) (or any successor provision or similar provision of state or local tax law), the Partnership Representative shall determine the treatment of, including the relative obligations of the Members with respect to any amounts paid by the Company to any taxing authority with respect to, such “imputed underpayment,” and each Member hereby agrees to satisfy in full such obligations as so determined. Notwithstanding anything to the contrary in this Agreement, the Partnership Representative may cause each Member (including any former Member) to return amounts distributed to such Member pursuant to this Agreement in order to satisfy in full any such obligation of such Member. Any distributions returned pursuant to this provision shall not be treated as Capital Contributions, but shall be treated as returns of distributions for all purposes of this Agreement.

(vi) The Partnership Representative shall have the right to retain professional assistance in respect of any audit of the Company, and all reasonable out-of-pocket expenses and fees incurred by the Partnership Representative on behalf of the Company shall be reimbursed by the Company.

(vii) The provisions of this Section 7.5(b) shall apply to all actions taken by the Partnership Representative in its capacity as such. The provisions of, and each Member’s obligations to comply with, the requirements of this Section 7.5(b) shall survive the Member’s ceasing to be a Member of the Company and/or the termination, dissolution and winding up of the Company.

## **ARTICLE VIII DISSOLUTION**

8.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) the determination by the Board to dissolve the Company with the consent of a Majority of Members; and

- (b) the entry of a decree of judicial dissolution under Section 44 of the Act.

The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during, and following any Member Bankruptcy.

8.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, the Board shall have the right to wind up the Company's affairs in accordance with Section 45 of the Act (and shall promptly do so upon dissolution of the Company in accordance with Section 43 or 44 of the Act) and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

8.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses, and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with the terms of Section 5.5(f).

8.4 Certificate of Cancellation. Upon the completion of the winding up of the Company and the distribution of the Company's assets, the Company shall be terminated and the Board shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

## **ARTICLE IX EXCULPATION AND INDEMNIFICATION**

9.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of (i) the Managers, (ii) the Members, or (iii) any of their respective officers, directors, stockholders, partners, members, employees, representatives, or agents, or (iii) any director, officer, employee, or representative, or any agent of the Company or any of its affiliates (each individually, an "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided, however, that such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

9.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a "Claim"). An Indemnified Person shall not be entitled to indemnification under this Section 9.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith, or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he, she, or it will reimburse the Company for such fees, costs, and

expenses to the extent that it is determined that he, she, or it was not entitled to indemnification under this Section 9.2.

9.3 Exclusions. The Company will not be liable to pay any Covered Loss or Covered Expense (each, an “Excluded Claim”):

(a) For which payment is actually made to or on behalf of the Indemnified Person under such Members’ and Manager’s liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance);

(b) For which the Indemnified Person is otherwise indemnified or reimbursed;

(c) With respect to a proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for breach of fiduciary duty by such person; or

(d) If a final judgment or other final adjudication determines that such payment is unlawful.

9.4 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article IX, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any Members’ and Managers’ liability insurance in effect, the Company will give prompt notice of the commencement of such proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, any and all Covered Loss and Covered Expense payable as a result of such proceeding in accordance with the terms of such policies.

9.5 Indemnification Procedures.

(a) Payments on account of the Company’s indemnity against Covered Loss will be subject to the Company’s first determining that the Covered Loss results from a claim which is not an Excluded Claim. Such a determination will be made by a determination of the Managers not at the time parties to the proceeding. The determination required by this Section 9.5(a) will be made within sixty (60) days of the Indemnified Person’s written request for payment of a Loss, and if it is determined that the Covered Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person’s Covered Expenses in advance of the final disposition of any proceeding will be made within twenty (20) days of the Indemnified Person’s written request therefor. From time to time prior to the payment of Covered Expenses the Company may, but is not required to, determine (in accordance with Section 9.5(a)) whether the Covered Expenses claimed may reasonably be expected, upon final disposition of the proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person’s Covered Expenses may be delayed up to sixty (60) days after the Indemnified Person’s written request therefor, and if it is determined that the Covered Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

9.6 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article IX for any amounts paid in settlement of any proceeding effected without the Company's prior written consent. The Company will not unreasonably withhold, condition, or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the proceeding involved an Excluded Claim or not.

9.7 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, vote of Members or of the disinterested Manager(s), or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

9.8 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 9.5.

(b) In the event that any action is instituted by the Indemnified Person under this Article IX to enforce or interpret any of the terms of this Article IX, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

9.9 Successors and Assigns. This Article IX will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article IX.

9.10 Amendment. No amendment of this Article IX will be effective as to an Indemnified Person without such Indemnified Person's written consent.

9.11 Acceptance by Indemnified Person. This Article IX will apply, and the benefits hereof will be available, to each Member and Manager of the Company who by accepting a respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article IX and to have agreed to abide by the terms contained herein.

## **ARTICLE X MISCELLANEOUS**

10.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint each of the Managers and any Person which becomes an additional or substituted Manager, and any of the foregoing acting alone, in each case with full power of substitution, his, her, or its true and lawful agent and attorney-in-fact, with full power and authority in his, her, or its name, place, and stead, to make, execute, acknowledge, swear to, attest, seal, deliver, file, register, and record such documents

and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or Substitute Member or an additional or substituted Manager in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Manager to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

10.2 Title to Company Property. All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

10.3 Amendments to the Agreement. Amendments to this Agreement may be made from time to time upon the approval of the Board and a Majority of Members, except that no amendment may amend Section 5.5, eliminate any Member's rights to consent to or approve any action of the Company; or reduce any Units' share of the Company's Profits, Losses, or distributions without the consent of the adversely affected Members. However, the Board may amend this Agreement without the approval of the Members to (i) reflect changes validly made in the ownership of Units and the Capital Contributions of the Members, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, and (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state, or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members.

10.4 Successors, Counterparts. This Agreement (i) shall be a legal, valid, and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms, and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

10.5 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the Company Property.

10.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state courts of the

Commonwealth of Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

10.7 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

10.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

10.9 Filings. Following the execution and delivery of this Agreement, the Board shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Board shall also promptly cause to be filed, recorded, and published such statements of fictitious business name and any other notices, certificates, statements, or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

10.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any provision hereof.

10.11 Additional Documents. The Members agree to perform all further acts and to execute, acknowledge, and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10.12 Notices. All notices, requests, and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth on Exhibit A hereof or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request, or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 10.12 and the appropriate confirmation is received, (b) if given by mail, seventy two (72) hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 10.12.

10.13 Waivers. The failure of any party to seek redress for violation of or to insist upon strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

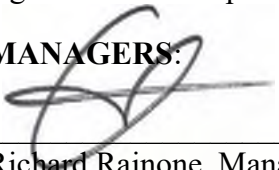
10.14 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.


10.15 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution, and delivery of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]**

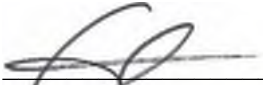
**IN WITNESS WHEREOF**, the undersigned have duly executed this Operating Agreement of Hoop City Ventures LLC as of the date first above written.


**MANAGERS:**

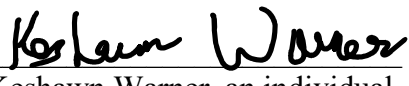
  
\_\_\_\_\_  
Richard Rainone, Manager

  
\_\_\_\_\_  
Chris Vianello, Manager

**CLASS A MEMBERS:**

  
\_\_\_\_\_  
Richard Rainone, an individual

  
\_\_\_\_\_  
Chris Vianello, an individual

  
\_\_\_\_\_  
Keshawn Warner, an individual

# HOOP CITY VENTURES LLC

## EXHIBIT A

AS OF FEBRUARY 28, 2023

### MEMBERS AND UNITS

<u>Member Name</u>	<u>Class A Units</u>	<u>Class B Units</u>	<u>Percentage Interest</u>
Rich Rainone	1,713.33	0	30.03%
Chris Vianello	1,713.33	0	30.03%
Keshawn Warner	1,713.33	0	30.03%
Western Mass Realty Group, LLC	0	565*	9.90%

\*As of the date hereof, the Company initially plans to issue up to 10,000 total Units. Upon the issuance of additional Units or the conversion of convertible securities into Units, Western Mass Realty Group, LLC shall be issued additional Units up to a maximum of 990 Class B Units in order for it to maintain a Percentage Interest of 9.90%.

### **Plan for Obtaining Liability Insurance**

Hoop City Ventures, LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.



**DAZZLED™**

**Hoop City Ventures LLC**

399 Boston Road West, Monson, MA

# MISSION STATEMENT

Our goal is to deliver the best quality cannabis products possible with a specific and proactive focus on safety, community responsibility, social equity and inclusion.



# THE TEAM



**CHRISTOPHER VIANELLO**, Chief Visionary Officer

Chris has successfully procured eight adult use marijuana licenses in Massachusetts since 2018. Since turning his focus solely to the Cannabis industry, Chris has been a licensed insurance and settlement broker for 16 years. In that span, he has successfully operated an insurance wholesale business toppling \$50M in gross sales by insuring high level executives and athletes. Most recently he developed an exclusive professional athlete insurance product by using proprietary contract language to favor his clients. Chris holds a bachelor's degree from Fordham University with a Major in Marketing.



**RICH RAINONE**, Chief Executive Officer

Prior to Rich's full-time involvement in the cannabis business, he built his Sports and Entertainment insurance firm to provide a full spectrum of services to talent agencies, music artists, record labels, professional athletes, and boxing promoters. Rich has insured some of the biggest pay per view events in boxing history. As an accomplished veteran, having served in the United States Marine Corps where he last served as the Staff Non-Commissioned Officer in Charge, Anti-Terrorism instructor, and Lead Martial Arts Instructor Trainer for Naval Station Newport.



**KESHAWN WARNER**, Chief Information Officer

Keshawn is a cannabis entrepreneur. He also has been an IT Analyst of 16 years working in the healthcare industry. While certified as a fitness professional for the last 15 years, he owned a boutique fitness studio in New York City. More recently, he is an active co-owner of a pharmacy and a holistic leaning pet store. Keshawn is a graduate of Norfolk State University with a Bachelor's of Science and is also a member of Phi Beta Sigma Fraternity Inc.



**RYAN MCCOLLUM**, Community Consultant

Ryan provides full service political consulting to candidates, elected officials, nonprofits and for-profit institutions. With dozens of clients across MA, Ryan lobbies at the state and local level for emerging industries like cannabis and sports wagering as well as assisting black and brown business owners to gain access and equity in our economy. Ryan was an initial founder of the Young Professional Society of Greater Springfield and was a recipient of the Business West 40 Under Forty Award. Ryan likes to give back and is on several boards in the Western Mass Area including 16 Lyrics, Suit Up Springfield, Square One, Healing Racism Institute, ROCA, NCCJ and the marketing committee of the Springfield Museums.

# THE TEAM



**RABECA EUNIS,** Accounting, CPA, CFO

Rabecca L Eunis is the President and CFO of The Eunis Group. She is a second-generation CPA who has been in the accounting industry since the age of 12. After her graduation from Bryant University, she began immediately working as a CPA. She provides Dazed with incredible tax structure with her knowledgeable and experience in the industry.



**ERIC EUNIS,** Business Manager

Eric Eunis is the CEO and COO of the The Eunis Group in charge of strategic marketing, business strategy, new product development and placement, in addition to business and financial consulting for clientele. He comes from a long line of entrepreneurs. Growing up, he managed a very lucrative family jewelry business whose customers included Liz Claiborne, Napier, Monet and the US Olympic Team.



**GREG DIPAOLO,** Compliance Officer

Greg has been practicing law in Massachusetts for over 20 plus years. In addition to Greg's focus on Massachusetts Cannabis law, he is also a well versed in all matters of criminal defense. Greg earned a law degree from Southern New England Law School after obtaining his bachelor's degree from Providence College. Greg works closely with the Massachusetts Cannabis Control Commission (CCC) to make sure we are up to date with the evolving compliance landscape in Massachusetts. In addition, Greg also handles our Charitable Giving initiatives throughout the region.



**DAN GLISSMAN,** Legal Consultant

Dan concentrates his practice in all matters regarding real property, environmental law, and has extensive industry expertise in the cannabis field. As a leading industry attorney at Prince Lobel Tye LLP, he advises clients on both medical and adult-use facilities, as well as the process of converting from one form to another. He is a graduate of Suffolk University Law School and worked closely with the law department of the Boston City Council.

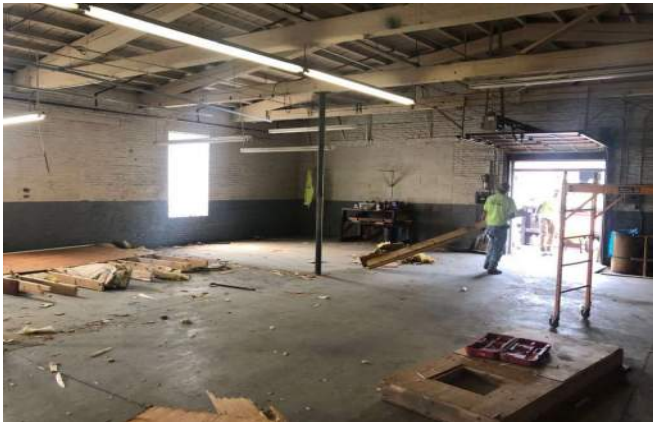
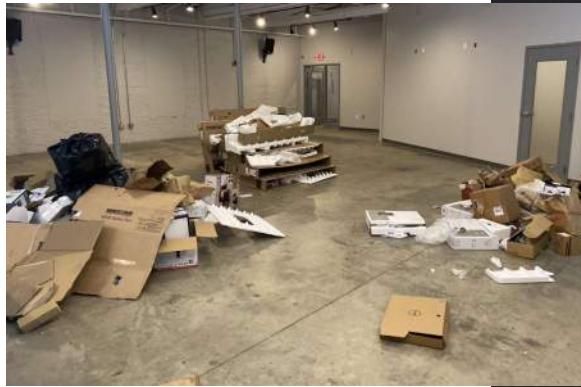
# CHARITABLE HISTORY



Keshawn Warner has a long history of community service and engagement.

As a member of Phi Beta Sigma Fraternity inc., he is an active participant in several of the fraternity's social action programs throughout New York City. He was a mentor for the young men of his fraternity's Sigma Beta Club. He attributes his social awareness from years of work assisting his grandmother Bernice Singletary. She was a leading community activist in East Harlem, NY. For over thirty years, she was the tenant association president creating programs like the Drug Elimination Program, basic computer training and Summer Youth employment. In acknowledgement of her years of service, New York City renamed a street in her community in her honor. Keshawn continues her legacy through the businesses he and his wife own. Together they have created jobs in communities of need and donated several thousands of dollars to their college alma mater and other local charities.

# DAZED HOLYOKE, MA



"Our Holyoke MA store has been open since August 27, 2021. Prior to construction, the building was dilapidated, the roof was open to the outside elements, there were birds living inside, and the exterior was in terrible shape."



# DAZED HOLYOKE, MA



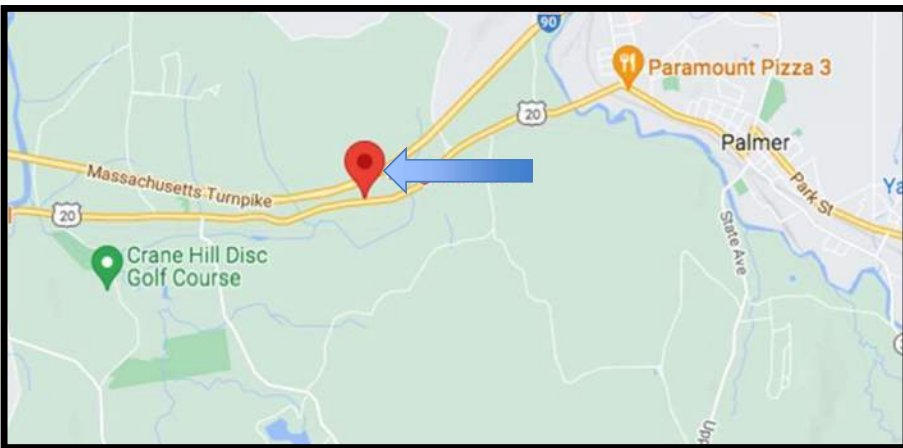
West Side Retail Inc  
**DAZIED**



"Since opening, we pumped new life into a previously vacant property and hired locally. Holyoke has been deemed by the state to have been disproportionately affected by the war on drugs. Upholding our commitment to positive impact in an area has been vocalized by the CCC as 'beyond exceptional.' Additionally, 23 of our 25 employees identify as minority with 15 being women. Additionally, all Management are minorities as well."



# THE LOCATION

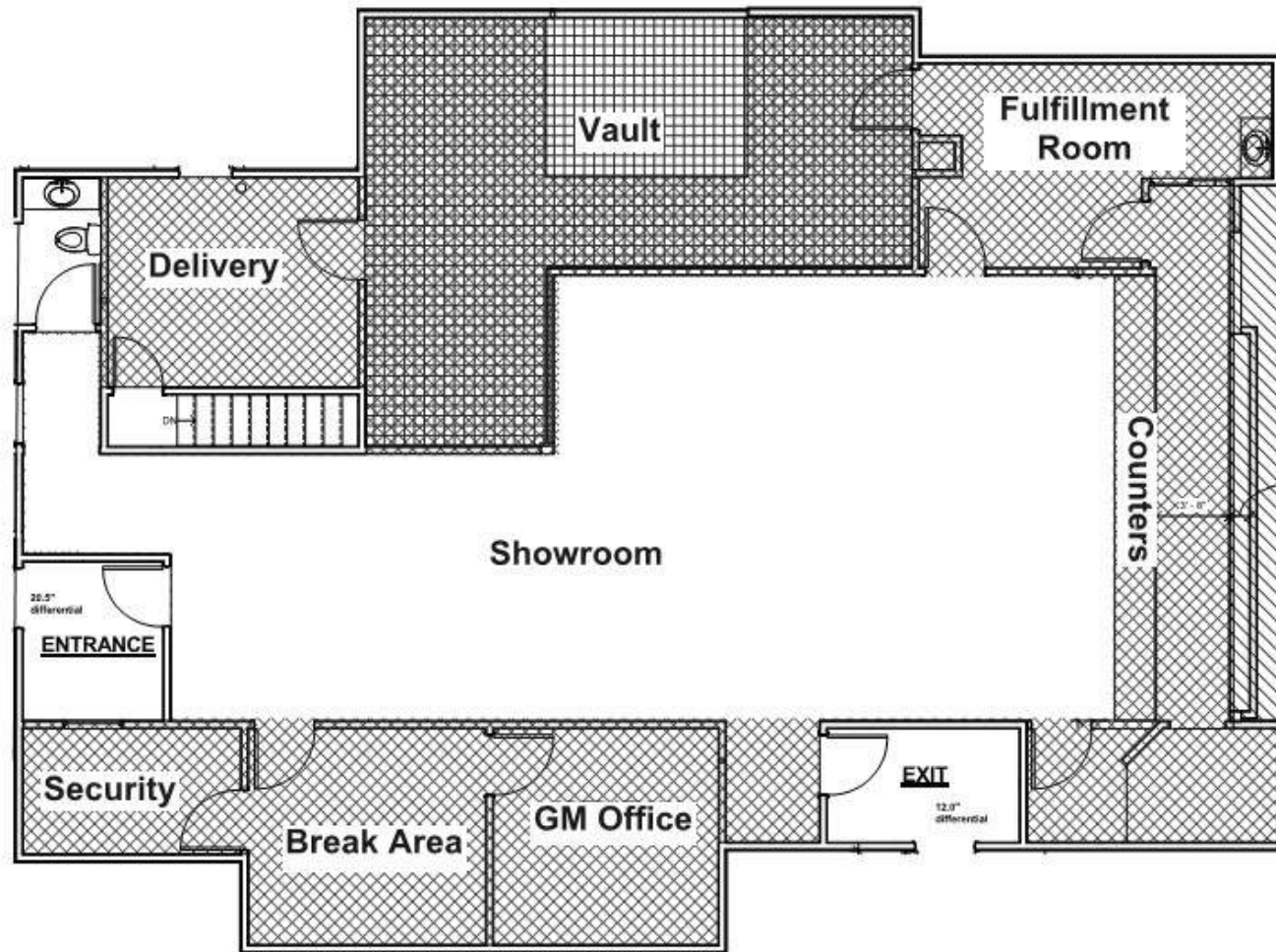


399 Boston Road West is located GC which is ideal for the operation of the proposed Marijuana Establishment.

The Property and Marijuana Establishment satisfy local zoning requirements in that the operations:

- ✓ Will take place at a fixed location, within a fully enclosed building
- ✓ Will not permit outside storage
- ✓ Will not have a gross floor area in excess of 5,000 square feet
- ✓ Will provide proper ventilation
- ✓ will only have signage that is in compliance with the Commission and the Town of Monson regulations.

# FLOOR PLAN





## COMMITMENT TO DIVERSITY

Hoop City Ventures is currently veteran owned, and black/minority owned business. We understand and appreciate the importance of diversity and are committed to actively working to ensure a diverse workplace.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities and L.G.B.T.Q.+ as well as offer advancement to management and executive positions.

# SECURITY

## IMPLEMENTATION

Hoop City Ventures will utilize commercial grade equipment throughout its facility to maintain an adequate security system. This system will be designed to avoid diversion, theft, or loss of marijuana and marijuana products and are established in accordance with the requirements under 935 CMR 500.110 and will involve a complete system of cameras, alarms, safes, vaults and controlled access points. Additionally, we will have video storage access available to local authorities at all times.

## STANDARDS

Hoop City Ventures will implement security measures to deter and prevent unauthorized access to its facility and to internal areas containing marijuana and/or marijuana products, and to provide a safe environment for employees, visitors and the community. The company intends to share the security plan and procedures with local law enforcement authorities and fire services, updating both parties if the plan or procedures are modified in a material way.

## REPORTING

The security system will undergo an annual security system audit and Hoop City Ventures will notify law enforcement and the CCC of any breaches of security immediately.

# POSITIVE IMPACT

Hoop City Ventures is committed to being a responsible corporate citizen

Accordingly, it intends to focus its positive impact efforts on veteran and minority groups from areas of disproportionate impact. The Company plans to focus its efforts in the disproportionately impacted areas of Monson and on Massachusetts's residents who have, or have parents or spouses who have, past drug convictions.

**1. Hire from Target Areas,**  
and/or Massachusetts residents  
who have, or have parents or  
spouses who have, past drug  
convictions

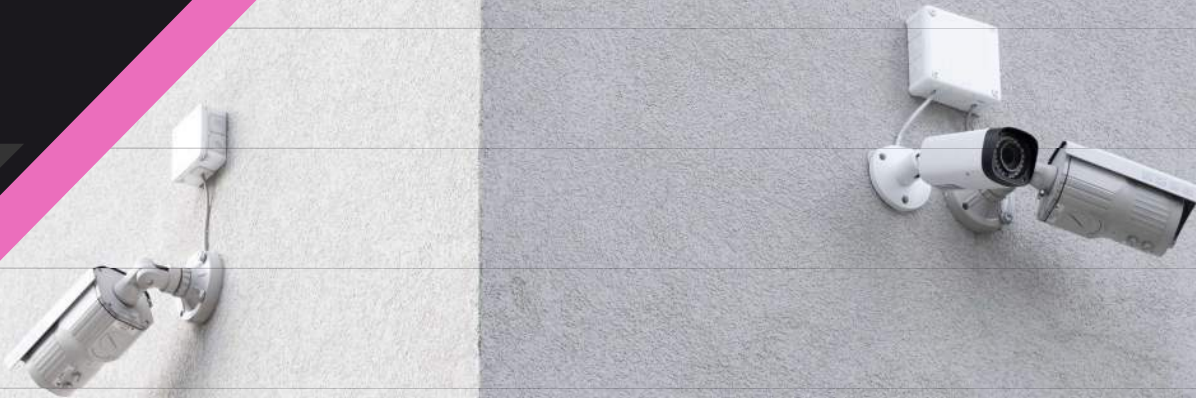


**3. Contribute to  
charitable groups**  
serving the Target Areas  
and/or Massachusetts  
residents who have, or have  
parents or spouses who have,  
past drug convictions

**2. Contribute  
volunteer time**  
to charitable groups  
serving the Target Areas

# PREVENTION OF DIVERSION

- Sales to minors is strictly prohibited
- Require all employees and agents to adhere to our policies and procedures set out to prevent diversion, theft or loss of marijuana
- Development of chain of custody policies and procedures approved by the state
- Daily product delivery using unmarked vehicles and randomized routes
- Utilization of appropriate packaging and labeling
- Storage of Marijuana in compliance with 935 CMR 500.105(11)





## MARKETING PLAN

- Formalize relationships with local cultivators using letters of intent to purchase their cannabis wholesale
- Formalize relationships with manufacturers using letters of intent to have them package or produce product for our retail
- Formalize relationships with retail shops using letters of intent for them to purchase our manufactured products
- Create an inside/outside sales force that is well educated on the products, the industry, and the laws governing our state

West Side Retail Inc

**DAZIED**







A photograph of a handshake in a business setting. In the background, a woman with long brown hair is smiling. The image is overlaid with a large, diagonal graphic consisting of a thick black line and a thinner pink line. The text is positioned to the right of this graphic.

## LETTERS OF INTENT & AGREEMENTS

Letters of intent are in place with basic prospective terms to purchase wholesale cannabis flower and to sell as a retail store. Our product will be compliant with all the regulations that are set forth by the local and state governments.

# COMMUNITY BENEFITS



-  Job Creation
-  Enhanced Security
-  Community Engagement
-  Host Community Agreement
-  Charitable Contributions
-  Customer Education



# THANK YOU!

We would like to thank the Town of  
Monson for the opportunity to share  
our proposal.

Hoop City Ventures Inc

**Marijuana Establishment Attestation Of  
Individuals That Are Not A Person Having Direct Or Indirect Control**

I, Richard Rainone, hereby certify and confirm to the Cannabis Control Commission (the "Commission") that the following individuals are not a person having Direct Or Indirect Control of Tigertown, LLC:

1. Ryan McCollum: Is a community support consultant, has no equity stake, and does not have any authority to make business decisions on behalf of the Company.
2. Rabecca Eunis: Is a hired certified public accountant who provides tax and financial services, has no equity stake, and does not have any authority to make business decisions on behalf of the Company.
3. Eric Eunis: Is a hired consultant who provides business and financial consulting services, has no equity stake, and does not have any authority to make business decisions on behalf of the Company.
4. Greg DiPaolo: Is an attorney at law who provides legal advice and services concerning compliance related issues, has no equity stake, and does not have any authority to make business decisions on behalf of the Company.
5. Dan Glissman: Is an attorney at law who provides legal advice and services concerning a variety of licensing and business related matters, has no equity stake, and does not have any authority to make business decisions on behalf of the Company.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.



Richard Rainone, Manager

Dated as of April 25, 2023

### **Separating Recreational from Medical Operations**

Currently, Hoop City Ventures, LLC (the “**Company**”) is applying for its a Marijuana Retailer license at this location.

Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of Medical Marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana or marijuana products for medical use from sales areas of marijuana or marijuana products for adult use for the purpose of patient confidentiality.

The Company shall provide for separate lines for sales of marijuana or marijuana products for medical use from marijuana or marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line so long as compliance with 935 CMR 501.105(5)(d) can be maintained.

The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales and implement procedures for virtual, i.e. electronic, separation of medical and adult use marijuana and marijuana products, which procedures shall be subject to the Commission’s approvals, but may include the use of plant or package tags in the seed-to-sale tracking system.

The Company shall additionally provide a patient consultation area, an area that is separate from the sales floor to allow for confidential visual and auditory consultation with qualifying patients. Such consultation area shall have signage stating “Consultation Area”, be separate from the sales area, and accessible by a qualifying patient or caregiver without having to traverse a limited access area.

The Company shall also use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

Pursuant to 935 CMR 500.140(10) and 935 CMR 502.140(9) the Company shall, as a co-located Medical Marijuana Treatment Center and Marijuana Establishment (together a “Co-located Marijuana Establishment” or “CMO”), strive to ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: Medical Use of Marijuana.

The Company shall implement the following policies and procedures in furtherance of this policy:

1. The Company shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000 that is sufficient to meet the demand indicated by an analysis of sales data for the preceding six (6) months as collected and recorded pursuant to 935 CMR 500.140(6) and its *Record Retention Policy*, which policy shall be incorporated herein by reference.
2. On a bi-annual basis, the Company shall maintain and provide to the Commission, accurate sales data collected by the it for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 502.140(9)
3. Marijuana products reserved for patient supply shall, unless determined to be unreasonably impracticable by the Company, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If the Company determines that a product must be discontinued, or it is unreasonably impracticable to continue to stock those products, a reasonable substitution shall be made pursuant to this policy. In the event that a substitution must be made, the substitution shall reflect, as closely as reasonably practicable, the type and strain no longer available.
4. On a quarterly basis, the Company shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the Commission in a form determined by the Commission.
5. Marijuana products reserved for patient supply shall be either maintained on site at the retailer or easily accessible at another Company location.

6. If a Marijuana product, reserved for patient supply, has been exhausted and the reserves are available, but maintained at another Company location, an adequate amount of reserved product shall be transferred to the retail location within 48 hours of notification that the on-site supply has been exhausted. Company shall perform audits of patient supply available at its Marijuana Retailer locations on a weekly basis and retain those records for a period of six months.
7. All records and reports produced by the Company shall be available for Commission inspection at any time.
8. If deemed appropriate by the Company staff or management, the Company shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration, provided that the product does not pose a risk to health or safety.

This policy may also be referred to by the Company as the **“Policy for Separating Recreational from Medical Operations”**.

### **Restricting Access to Age 21 and Older**

Hoop City Ventures, LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older **upon entry** to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the **point of sale** and determine that the individual is 21 years of age or older. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Currently, the Company is licensed as a Marijuana Retailer license at this location. Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of medical marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

## **Quality Control and Testing for Contaminants**

### **Testing of Marijuana**

Hoop City Ventures, LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

#### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  5. Packaged in a secure area.
- (b) The Company shall comply with the following sanitary requirements:
  1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
  2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and

- ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- 3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- 4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- 5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- 6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
- 7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
- 8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
- 9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- 10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
- 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

### **Personnel Policies Including Background Checks**

Hoop City Ventures, LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“**DCJIS**”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“**CORI**”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each 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:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;

- f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. 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)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "**Personnel and Background Check Policy**".

### **Record Keeping Procedures**

Hoop City Ventures, LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. 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:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. 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;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight (8) hour related duty training.

- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures; and
  - e. 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)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

### **Maintaining of Financial Records**

Hoop City Ventures, LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

## **Employee Qualifications and Training**

Hoop City Ventures, LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a four (4) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.

- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting false identification;
  - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
  - d. Provisions for confiscating fraudulent identifications; and
  - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability;
  - d. License sanctions;
  - e. Waste disposal;
  - f. Health and safety standards;
  - g. Patrons prohibited from bringing marijuana onto licensed premises;
  - h. Permitted hours of sale;
  - i. Conduct of the Marijuana Establishment;
  - j. Permitting inspections by state and local licensing and enforcement authorities;
  - k. Licensee responsibilities for activities occurring within licensed premises;
  - l. Maintenance of records;
  - m. Privacy issues; and

- n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

## **ENERGY POLICY**

Hoop City Ventures, LLC (“The Company”) will implement policies and procedures for energy efficiency and conservation that will include:

1) identification of potential energy use reduction opportunities; 2) consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable; 3) strategies to reduce electric demand; and, 4) engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, municipal lighting plants, or other propane and/or electric companies.

### **Our Practices:**

The Company employs green practices and use renewable energy sources with a preference for eco-friendly efforts in all our designs, builds and operations. To help reduce the overall carbon footprint in our city and state, we make a good faith effort to employ green practices, whenever possible, and to minimize waste.

As part of our construction plan, we replaced and/or installed new LED lighting fixtures, some of which are motion controlled and will shut off after a pre-set period of time. The building has an updated energy efficient and programable HVAC system and use HEPA filters to reduce the spread of contaminants. The heating system is powered by propane gas instead of oil.

We installed low volume faucets and water efficient toilets.

We have storage containers that are re-usable, and will work with our wholesalers to return product containers that are capable of being sanitized and reused.

We encourage all staff to consider greener methods that reduce the carbon footprint.

We have increased our digital record format in order to utilize less paper products and utilize recycled paper products.

## DIVERSITY PLAN

The Company was founded by a veteran who understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities and L.G.B.T.Q. +, in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and i.e. L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

### **Goals:**

- (1) The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, Veterans 7%<sup>1</sup>, and LGBTQ+ 10%.**
- (2) It shall be a goal of the Company to offer **advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company that its employees receive **training on diversity and sensitivity**. All employees shall also receive an Employee Handbook and additional education on topics contained therein that support the Diversity Plan.

### **Programs:**

To the extent reasonably practicable, the Company shall Implement the following programs:

- At least annually, the Company intends to advertise available job openings on a reputable jobs platform, namely *Indeed*.
- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** to qualified individuals.

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<sup>1</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall monitor the Company's progress towards meeting those goals, and will review its hires and hiring practices and internal promotions opportunities annually.
- The Company shall require that employees receive annual education on diversity and/or implicit biases and sensitivity.

### **Measurements:**

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

- a. Identify the demographics of its employee population including, but not limited to, identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically, and to the extent each employee is willing to share such information.

Asses the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered/achieved internally;
- iii. Number of jobs created since initial licensure; and,
- iv. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

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

This policy may also be referred to by the Company as the **"Diversity Plan."**