



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR285096  
Original Issued Date: 02/02/2026  
Issued Date: 02/02/2026  
Expiration Date: 02/02/2027

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mellow Tiger LLC

Phone Number: 978-376-5672 Email Address: mikegwynn25@gmail.com

Business Address 1: 69 Hook St

Business Address 2:

Business City: Southbridge

Business State: MA

Business Zip Code: 01550

Mailing Address 1: 9 Ashley Drive

Mailing Address 2:

Mailing City: Amesbury

Mailing State: MA

Mailing Zip Code: 01913

### 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: 40

Percentage Of Control: 70

Role: Owner / Partner

Other Role: Manager

First Name: Michael

Last Name: Gwynn

Suffix:

|                                                                                                   |                      |
|---------------------------------------------------------------------------------------------------|----------------------|
| Gender: Male                                                                                      | User Defined Gender: |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) |                      |
| Specify Race or Ethnicity:                                                                        |                      |

Person with Direct or Indirect Authority 2

|                                                                                                   |                           |         |
|---------------------------------------------------------------------------------------------------|---------------------------|---------|
| Percentage Of Ownership: 29                                                                       | Percentage Of Control: 30 |         |
| Role: Owner / Partner                                                                             | Other Role: Manager       |         |
| First Name: Andrew                                                                                | Last Name: Boles          | Suffix: |
| Gender: Male                                                                                      | User Defined Gender:      |         |
| What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French) |                           |         |
| Specify Race or Ethnicity:                                                                        |                           |         |

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

|                                                                                                                                                                |                                    |                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|--|
| Percentage of Control:                                                                                                                                         | Percentage of Ownership: 30        |                                |  |
| Entity Legal Name: Erbaccia LLC                                                                                                                                | Entity DBA:                        | DBA City:                      |  |
| Entity Description: All Legal Investments                                                                                                                      |                                    |                                |  |
| Foreign Subsidiary Narrative:                                                                                                                                  |                                    |                                |  |
| Entity Phone: 781-507-6585                                                                                                                                     | Entity Email: steph419@comcast.net | Entity Website:                |  |
| Entity Address 1: 53 Stanley Ave                                                                                                                               | Entity Address 2:                  |                                |  |
| Entity City: Medford                                                                                                                                           | Entity State: MA                   | Entity Zip Code: 02155         |  |
| Entity Mailing Address 1: 53 Stanley Ave                                                                                                                       | Entity Mailing Address 2:          |                                |  |
| Entity Mailing City: Medford                                                                                                                                   | Entity Mailing State: MA           | Entity Mailing Zip Code: 02155 |  |
| Relationship Description: Financial Investor & Equity Holder of Mellow Tiger LLC. Individual investors listed as Close Associates - they make up Erbaccia LLC. |                                    |                                |  |

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

|                                                                                                     |                 |            |
|-----------------------------------------------------------------------------------------------------|-----------------|------------|
| First Name: Joseph                                                                                  | Last Name: Caso | Suffix: SR |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Investor. |                 |            |

Close Associates or Member 2

|                                                                                                     |                       |         |
|-----------------------------------------------------------------------------------------------------|-----------------------|---------|
| First Name: Dolores                                                                                 | Last Name: Sapochetti | Suffix: |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Investor. |                       |         |

Close Associates or Member 3

|                                                                                                     |                    |         |
|-----------------------------------------------------------------------------------------------------|--------------------|---------|
| First Name: Christina                                                                               | Last Name: Bateman | Suffix: |
| Describe the nature of the relationship this person has with the Marijuana Establishment: Investor. |                    |         |

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

|                                   |                        |                                                                                 |
|-----------------------------------|------------------------|---------------------------------------------------------------------------------|
| First Name: Joseph                | Last Name: Caso        | Suffix: SR                                                                      |
| Types of Capital: Monetary/Equity | Other Type of Capital: | Total Value of the Capital Provided: \$235000 Percentage of Initial Capital: 33 |

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Christina

Last Name: Bateman

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$235000

Percentage of Initial Capital: 33

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Dolores

Last Name: Sapochetti

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$235000

Percentage of Initial Capital: 33

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES  
Entity Contributing Capital 1

Entity Legal Name: Erbaccia LLC

Entity DBA:

Email: steph419@gmail.com

Phone: 781-507-6586

Address 1: 53 Stanley Ave

Address 2:

City: Medford

State: MA

Zip Code: 02155

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$700000

Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES  
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS  
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 69 Hook St

Establishment Address 2: 67 Central St

Establishment City: Southbridge

Establishment Zip Code: 01550

Approximate square footage of the establishment: 4600

How many abutters does this property have?: 56

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 |
|--------------------------------------------|--------------------------------------------------|------|--------------------------|-------------|
| Community Outreach Meeting Documentation   | Comm Outreach Attestation Form & Attachments.pdf | pdf  | 65a972b27252ab000877b8b6 | 01/18/2024  |
| Plan to Remain Compliant with Local Zoning | Local Compliancy Plan 1.19.23.pdf                | pdf  | 65aa78ad58452f0008991201 | 01/19/2024  |
| Community Outreach Meeting Documentation   | A-Telegram&GazetteLegalTear&Receipt.pdf          | pdf  | 65aa7a037252ab0008784da4 | 01/19/2024  |
| Community Outreach Meeting Documentation   | B- Clerk Notice 12.27.23.pdf                     | pdf  | 65aa7a0558452f00089914a0 | 01/19/2024  |
| Community Outreach Meeting Documentation   | C- Abutters Letter.pdf                           | pdf  | 65aa7a077252ab0008784db8 | 01/19/2024  |

|                                          |                                                            |     |                          |            |
|------------------------------------------|------------------------------------------------------------|-----|--------------------------|------------|
| Community Outreach Meeting Documentation | Abutter List 035-028-00001 AK Southbridge Realty Trust.pdf | pdf | 65baafd67252ab00088536fb | 01/31/2024 |
| Executed HCA                             | HCA Revised 6.17.25 -compressed.pdf                        | pdf | 6877b2c8e57fbdf593090218 | 07/16/2025 |
| Community Outreach Meeting Documentation | Newspaper Proof - Telegram & Gazette.pdf                   | pdf | 68a365e397444ac6c4c193bd | 08/18/2025 |
| Community Outreach Meeting Documentation | Proof of Publication - Telegram & Gazette.pdf              | pdf | 68a365e61eca271ddda65005 | 08/18/2025 |
| Community Outreach Meeting Documentation | AbuttersLetters.png                                        | png | 68a3672e97444ac6c4c1991c | 08/18/2025 |

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

### POSITIVE IMPACT PLAN

Positive Impact Plan:

| Document Category        | Document Name                               | Type | ID                       | Upload Date |
|--------------------------|---------------------------------------------|------|--------------------------|-------------|
| Plan for Positive Impact | Positive Impact Plan - 1.31.24.pdf          | pdf  | 65bae5ff7252ab0008856d86 | 01/31/2024  |
| Other                    | SevenHills Donation Acceptance Response.pdf | pdf  | 65c2952b4e4a61000715398a | 02/06/2024  |

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Owner / Partner      Other Role: Manager  
First Name: Michael      Last Name: Gwynn      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 2

Role: Owner / Partner      Other Role: Manager  
First Name: Andrew      Last Name: Boles      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 3

Role: Other (specify)      Other Role: Investor  
First Name: Jospeh      Last Name: Caso      Suffix: SR  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 4

Role: Other (specify)      Other Role: Investor  
First Name: Dolores      Last Name: Sapochetti      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 5

Role: Other (specify)

Other Role: Investor

First Name: Christina

Last Name: Bateman    Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION  
Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Erbaccia LLC

Entity DBA:

Entity Description: All legal investments

Phone: 781-507-6586

Email: steph419@gmail.com

Primary Business Address 1: 53 Stanley Ave

Primary Business Address 2:

Primary Business City: Medford

Primary Business State: MA

Principal Business Zip Code: 02155

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION  
Required Business Documentation:

| Document Category                                                    | Document Name                                      | Type | ID                       | Upload Date |
|----------------------------------------------------------------------|----------------------------------------------------|------|--------------------------|-------------|
| Articles of Organization                                             | MellowTiger Articles of Organization - Amended.pdf | pdf  | 6580617d8a09310008d804a8 | 12/18/2023  |
| Bylaws                                                               | Mellow Tiger LLC Operating Agreement (1).pdf       | pdf  | 65a9736858452f000898844f | 01/18/2024  |
| Department of Unemployment Assistance - Certificate of Good standing | DUA LOG.pdf                                        | pdf  | 65a9742c7252ab000877bbbb | 01/18/2024  |
| Secretary of Commonwealth - Certificate of Good Standing             | SOC Letter of Good Standing 2025.pdf               | pdf  | 68a3655c97444ac6c4c192fc | 08/18/2025  |
| Department of Revenue - Certificate of Good standing                 | DOR Letter of good standing 2025.pdf               | pdf  | 68a4c1187bfc7e797b09c8d8 | 08/19/2025  |

No documents uploaded

Massachusetts Business Identification Number: 001435250

Doing-Business-As Name: Mellow Tiger Cannabis Company

DBA Registration City: Southbridge

BUSINESS PLAN  
Business Plan Documentation:

| Document Category                  | Document Name                              | Type | ID                       | Upload Date |
|------------------------------------|--------------------------------------------|------|--------------------------|-------------|
| Plan for Liability Insurance       | Plan for Obtaining Liability Insurance.pdf | pdf  | 65807dd78a09310008d83b6c | 12/18/2023  |
| Proposed Timeline                  | Mellow Tiger Timeline - Submission.pdf     | pdf  | 6581bf23e728640008ad80ed | 12/19/2023  |
| Business Plan                      | Business Plan - Mellow Tiger.pdf           | pdf  | 659850d5fa86d00008cb6e52 | 01/05/2024  |
| Capitalization Table               | Mellow Tiger LLC Cap Table.pdf             | pdf  | 6877b436e57fbdf59309081b | 07/16/2025  |
| Operating Agreement or Articles of | Mellow Tiger LLC Operating                 | pdf  | 6877b44ce57fbdf593090835 | 07/16/2025  |

|                   |                                                        |     |                         |            |
|-------------------|--------------------------------------------------------|-----|-------------------------|------------|
| Incorporation     | Agreement.pdf                                          |     |                         |            |
| Proposed Timeline | Mellow Tiger Timeline Revised 7.16.25 - Submission.pdf | pdf | 6877b622e57bfd59309133d | 07/16/2025 |

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category                                  | Document Name                               | Type | ID                       | Upload Date |
|----------------------------------------------------|---------------------------------------------|------|--------------------------|-------------|
| Plan for obtaining marijuana or marijuana products | Plan for Obtaining Marijuana.pdf            | pdf  | 6598511afa86d00008cb6f37 | 01/05/2024  |
| Restricting Access to age 21 and older             | Restricting Access to 21+.pdf               | pdf  | 659851300f1a250008a9ab1c | 01/05/2024  |
| Prevention of diversion                            | Prevention of Diversion.pdf                 | pdf  | 659851500f1a250008a9ab78 | 01/05/2024  |
| Storage of marijuana                               | Storage Of Marijuana.pdf                    | pdf  | 6598515ffa86d00008cb6fb1 | 01/05/2024  |
| Transportation of marijuana                        | Transportation Plan.pdf                     | pdf  | 6598516f0f1a250008a9abf2 | 01/05/2024  |
| Dispensing procedures                              | Dispensing Procedures.pdf                   | pdf  | 659851be0f1a250008a9acdb | 01/05/2024  |
| Personnel policies including background checks     | PersonnelPoliciesOperatingProcedures.pdf    | pdf  | 659851d4fa86d00008cb7127 | 01/05/2024  |
| Maintaining of financial records                   | Maintenance of Financial Records.pdf        | pdf  | 659851f30f1a250008a9ade4 | 01/05/2024  |
| Qualifications and training                        | Qualifications & Agent Training.pdf         | pdf  | 65985223fa86d00008cb7260 | 01/05/2024  |
| Security plan                                      | Security Plan.pdf                           | pdf  | 65bae6a17252ab0008856e07 | 01/31/2024  |
| Energy Compliance Plan                             | Energy Compliance Plan.pdf                  | pdf  | 65bae71858452f0008a636e6 | 01/31/2024  |
| Inventory procedures                               | Inventory Management.pdf                    | pdf  | 65bae77958452f0008a63712 | 01/31/2024  |
| Quality control and testing                        | Facilities Quality Control & Sanitation.pdf | pdf  | 65bae7d658452f0008a63743 | 01/31/2024  |
| Quality control and testing                        | Product Quality Control & Testing.pdf       | pdf  | 65bae7da7252ab0008856ed2 | 01/31/2024  |
| Record Keeping procedures                          | Record Keeping Procedures.pdf               | pdf  | 65bae82358452f0008a6376d | 01/31/2024  |
| Diversity plan                                     | Diversity Plan 3.1.24.pdf                   | pdf  | 65e4a84f09bc0b0008741e9d | 03/03/2024  |

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## ATTESTATIONS

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

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

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

I Agree

**Notification:**

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:**

**COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**HOURS OF OPERATION**

|                         |                       |
|-------------------------|-----------------------|
| Monday From: 9:00 AM    | Monday To: 9:00 PM    |
| Tuesday From: 9:00 AM   | Tuesday To: 9:00 PM   |
| Wednesday From: 9:00 AM | Wednesday To: 9:00 PM |
| Thursday From: 9:00 AM  | Thursday To: 9:00 PM  |
| Friday From: 9:00 AM    | Friday To: 9:00 PM    |
| Saturday From: 9:00 AM  | Saturday To: 9:00 PM  |
| Sunday From: 9:00 AM    | Sunday To: 7:00 PM    |

## 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): 1/13/24
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:

12/30/23

b. Name of publication:

Telegram + Gazette

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

a. Date notice filed:

12/27/23

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:

12/21/23 1/2/24

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



Name of applicant:

MELLOW TIGER LLC

Name of applicant's authorized representative:

Michael Gwynn MICHAEL GWYNN

Signature of applicant's authorized representative:

Michael Gwynn

Thank you for placing your order with us.

Worcester Legals <legalnotices@telegram.com>

Wed, Dec 27, 2023 at 1:44 PM

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Worcester Telegram & Gazette's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

**Job Details**

Order Number: LNEO0046098  
Classification: Public Notices  
Package: General Package  
Order Cost: \$35.40  
Payment Type: Mastercard

**Account Details**

Michael P Gwynn  
9 Ashley Drive  
Amesbury, MA 01913  
Credit Card -

**Schedule for ad number LNEO00460980**

Sat Dec 30, 2023  
Worcester Telegram & Gazette All Zones

Mellow Tiger LLC

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St South-bridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions.

Publication Dates  
L00000000

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St South-bridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions.  
Publication Dates  
L00000000  
noname  
134K



Fwd: Online Form Submittal: Contact - Town Clerk

Mike Gwynn <mikegwynn25@gmail.com>

Wed, Dec 27, 2023 at 2:17 PM

----- Forwarded message -----  
From: <noreply@civicplus.com>  
Date: Wed, Dec 27, 2023 at 2:14 PM  
Subject: Online Form Submittal: Contact - Town Clerk  
To: <mikegwynn25@gmail.com>

Contact - Town Clerk

|                         |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who are you contacting? | Madaline I. Bonadies                                                                                                                                                                                                                                                                                                                 |
| Your Name               | Michael Gwynn                                                                                                                                                                                                                                                                                                                        |
| Your e-mail Address     | <a href="mailto:mikegwynn25@gmail.com">mikegwynn25@gmail.com</a>                                                                                                                                                                                                                                                                     |
| Message                 | Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/ <a href="#">69 Hook St Southbridge, MA</a> to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/ <a href="#">69 Hook St</a> on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions. |
| File Attachment #1      | Field not completed.                                                                                                                                                                                                                                                                                                                 |
| File Attachment #2      | Field not completed.                                                                                                                                                                                                                                                                                                                 |
| File Attachment #3      | Field not completed.                                                                                                                                                                                                                                                                                                                 |



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

To Whom It May Concern:

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St Southbridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13<sup>th</sup> at 1pm. The public is invited to attend to learn more & ask questions.

Thank you,  
Mellow Tiger Team



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Local Compliancy Plan

Updated as of 1/19/24

**Zoning Permit:** On 2/3/2021 we received a special permit from the Town of Southbridge. Our permit has some conditions that we are aware of & will ensure to fulfill as we complete our renovations & commence operations.

**Host Agreement:** We executed a Host Agreement with the Town of Southbridge on 7/9/2020. The agreement is to be renegotiated following 5 years of continuous operations.

**Business Certificate:** Our business certificate with the Town of Southbridge is valid as of December 21<sup>st</sup>, 2023. It has an expiration date of December 21<sup>st</sup>, 2027. We have worked with the Town in close partnership & will continue to do so as we open for business. We will be in contact with the Town to renew our business certificate as it approaches the expiration date in 2027.

**Building Permit:** We are currently in the process of applying for Building Permit with the Town's Building Department. All renovations will be compliantly completed in accordance with our Special Permit & Building Permit.

**Occupancy Permit:** Once renovations are completed & we have sign offs from all departments, we will apply to receive our Occupancy Permit.

**Plan for Continued Compliance as of 12/19/23:** We have worked closely with Town departments throughout our time applying for host agreements & permits with the Town. Our relationship has been positive & we are working towards a mutually beneficial operation. We will continue to maintain regular communications with the Town as we continue to prepare for the commencement of operations.

Thank you for placing your order with us.

Worcester Legals <legalnotices@telegram.com>

Wed, Dec 27, 2023 at 1:44 PM

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Worcester Telegram & Gazette's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

**Job Details**

Order Number: LNEO0046098  
Classification: Public Notices  
Package: General Package  
Order Cost: \$35.40  
Payment Type: Mastercard

**Account Details**

Michael P Gwynn  
9 Ashley Drive  
Amesbury, MA 01913  
Credit Card -

**Schedule for ad number LNEO00460980**

Sat Dec 30, 2023  
Worcester Telegram & Gazette All Zones

**Mellow Tiger LLC**

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St Southbridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions.  
Publication Dates  
L00000000

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St Southbridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions.  
Publication Dates  
L00000000

noname 134K

Fwd: Online Form Submittal: Contact - Town Clerk

Mike Gwynn <mikegwynn25@gmail.com>

Wed, Dec 27, 2023 at 2:17 PM

----- Forwarded message -----  
From: <noreply@civicplus.com>  
Date: Wed, Dec 27, 2023 at 2:14 PM  
Subject: Online Form Submittal: Contact - Town Clerk  
To: <mikegwynn25@gmail.com>

Contact - Town Clerk

|                         |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who are you contacting? | Madaline I. Bonadies                                                                                                                                                                                                                                                                                                                 |
| Your Name               | Michael Gwynn                                                                                                                                                                                                                                                                                                                        |
| Your e-mail Address     | <a href="mailto:mikegwynn25@gmail.com">mikegwynn25@gmail.com</a>                                                                                                                                                                                                                                                                     |
| Message                 | Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/ <a href="#">69 Hook St Southbridge, MA</a> to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/ <a href="#">69 Hook St</a> on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions. |
| File Attachment #1      | Field not completed.                                                                                                                                                                                                                                                                                                                 |
| File Attachment #2      | Field not completed.                                                                                                                                                                                                                                                                                                                 |
| File Attachment #3      | Field not completed.                                                                                                                                                                                                                                                                                                                 |



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

To Whom It May Concern:

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St Southbridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13<sup>th</sup> at 1pm. The public is invited to attend to learn more & ask questions.

Thank you,  
Mellow Tiger Team

BOARD OF ASSESSORS  
TOWN HALL  
41 ELM STREET  
SOUTHBRIDGE, MA 01550-2645  
508-764-5404  
508-764-5407 Fax

MONDAY THRU WEDNESDAY

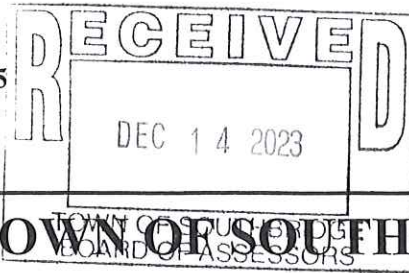
8:00 AM TO 4:00 PM

THURSDAY

8:00 AM TO 8:00 PM

FRIDAY

8:00 AM TO 12:00 PM



## TOWN OF SOUTHBRIDGE

### REQUEST FOR CERTIFIED ABUTTERS LIST

Map & Parcel Number of Lot Requiring abutters list: Map 035-Block 028 - Lot 00001-028 <sup>07201</sup>

Location of parcel 67-Central/69 Hook

Record owner of subject lot: AK Southbridge Realty Trust

Person requesting Abutters List: Mike Gwynn

#### DEPARTMENT REQUESTING ABUTTERS LIST

- 1 PLANNING BOARD (Special Permits)  
\_\_\_\_ ZONING BOARD OF APPEALS (Variance)  
\_\_\_\_ OTHER (Explain) Conservation / Liquor Board / etc (please circle one)

#### PLEASE INDICATE WHICH TYPE OF ABUTTERS LIST IS REQUIRED

- 1 Immediate Abutters  
\_\_\_\_ 300 Ft from subject parcel  
\_\_\_\_ 100 Ft from subject parcel  
\_\_\_\_ Other

Signature: Mike Gwynn

Date: 12/14/23

Print name: MIKE GWYNN

Phone #: 978-376-5672

Email: mikegwynn25@gmail.com

Please note Certified Abutters List may take up to 10 days to process.

Please make check payable to the "Town of Southbridge" and mail check and form to the Assessors' office, Southbridge

#### FOR ASSESSORS USE ONLY

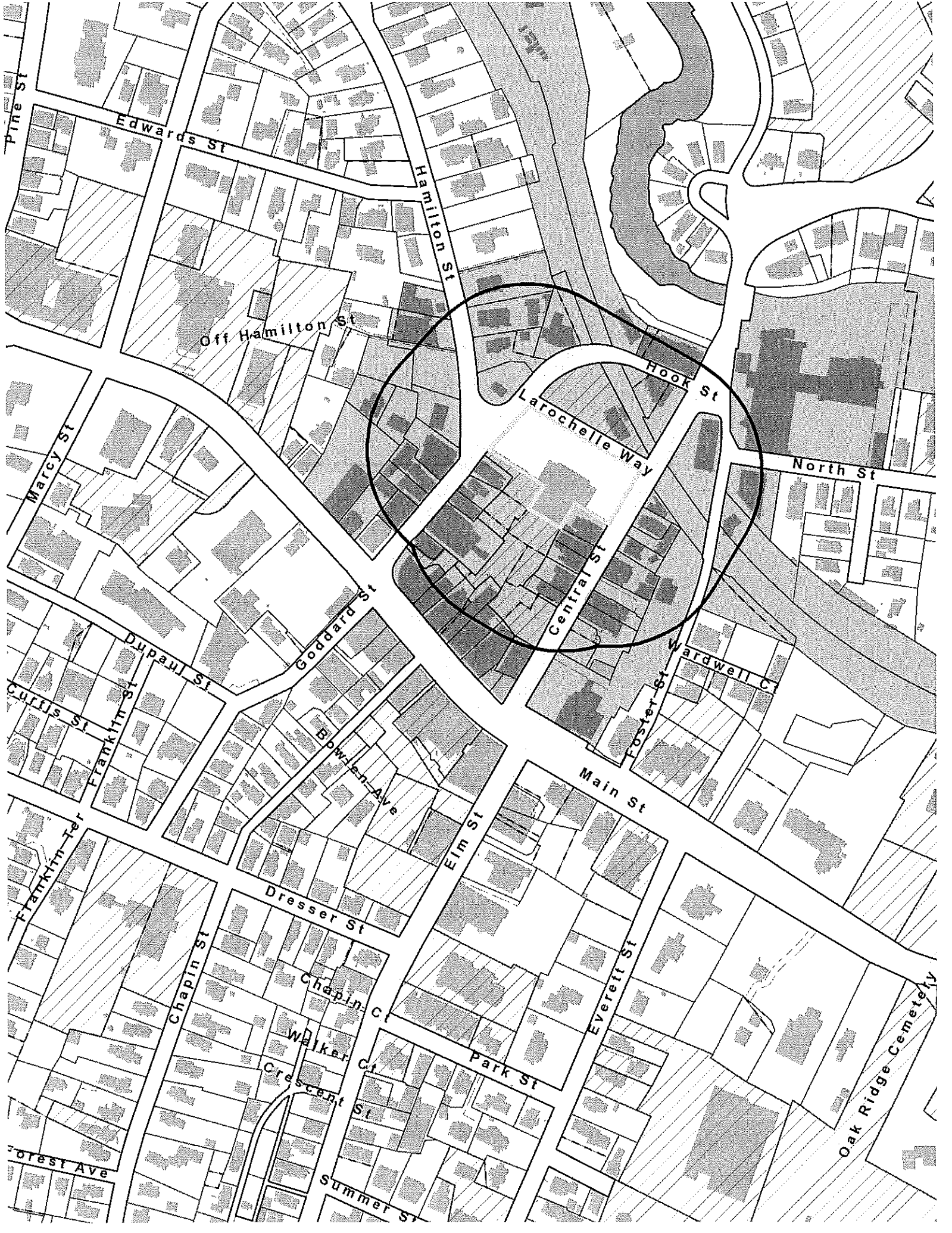
Date processed 12/19/2023

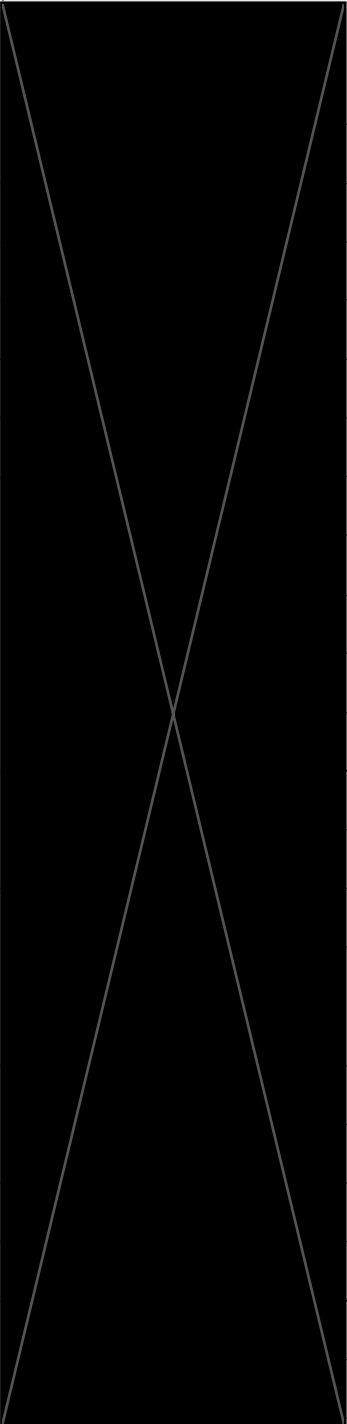
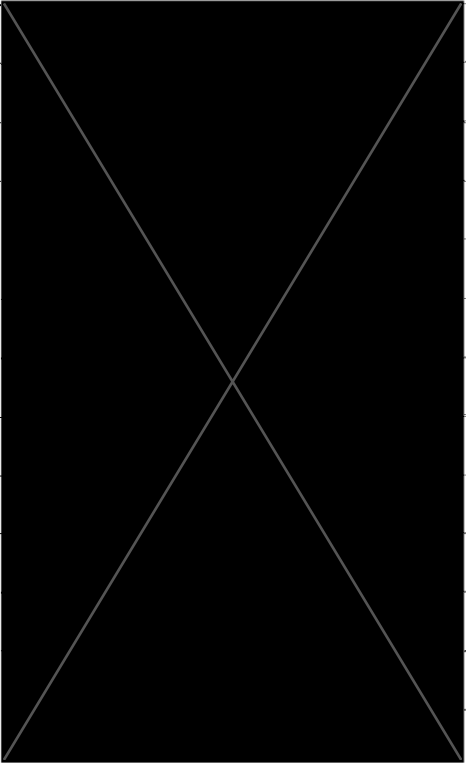
\$25.00 fee paid on 12/14/23

By: Travis Farley

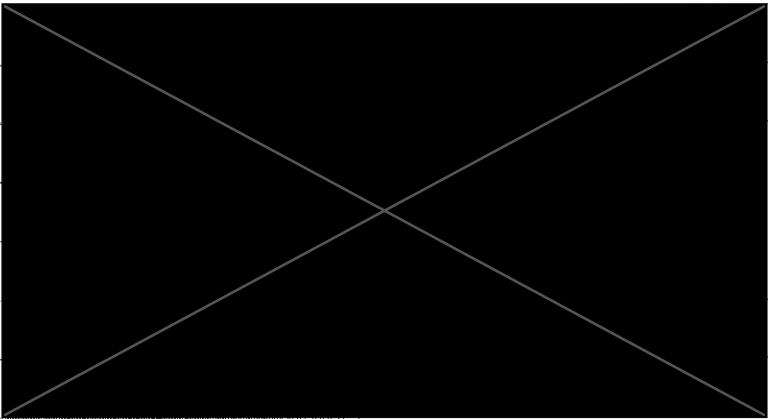
Cash or Check # 122

Reviewed by: Jaymie Leach



| Parcel Number  | Property Address   | Owner Name                                                                        | Co-Owner Name                                                                      | Owner Address                    | Owner City   | State | Owner Zip  |
|----------------|--------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------|--------------|-------|------------|
| 035-011--00001 | CENTRAL STREET     |  |  | 54 EASTFORD RD                   | SOUTHBRIDGE  | MA    | 01550-3604 |
| 035-040--00001 | MAIN STREET        |                                                                                   |                                                                                    | 54 EASTFORD RD                   | SOUTHBRIDGE  | MA    | 01550-3604 |
| 035-049--00001 | 31 HAMILTON STREET |                                                                                   |                                                                                    | 120 LAKE DR                      | CHEPACKET    | RI    | 02814-1218 |
| 035-031--00001 | 36 HAMILTON STREET |                                                                                   |                                                                                    | PO BOX 402                       | MIDDLETON    | MA    | 01949-0602 |
| 036-084--00001 | 70 FOSTER STREET   |                                                                                   |                                                                                    | 54 EASTFORD RD                   | SOUTHBRIDGE  | MA    | 01550-3604 |
| 035-059--00001 | 93 HAMILTON STREET |                                                                                   |                                                                                    | 736 WORCESTER ST                 | SOUTHBRIDGE  | MA    | 01550-1385 |
| 035-025--00001 | 51 CENTRAL STREET  |                                                                                   |                                                                                    | 63 N MAIN ST                     | CHARLTON     | MA    | 01507-1315 |
| 035-026--00001 | 53 CENTRAL STREET  |                                                                                   |                                                                                    | 63 N MAIN ST                     | CHARLTON     | MA    | 01507-1315 |
| 035-039--00001 | 318 MAIN STREET    |                                                                                   |                                                                                    | 166 BOSTON TURNPIKE #4102        | SHREWSBURY   | MA    | 01545-2501 |
| 035-160--00001 | 60 HAMILTON STREET |                                                                                   |                                                                                    | 60 HAMILTON ST                   | SOUTHBRIDGE  | MA    | 01550-1808 |
| 035-080--00001 | 382 MAIN STREET    |                                                                                   |                                                                                    | 1380 CORPORATE CTR CURVE STE 200 | EAGAN        | MN    | 55121-1200 |
| 036-085--00001 | 54 FOSTER STREET   |                                                                                   |                                                                                    | PO BOX 66                        | SOUTHBRIDGE  | MA    | 01550-0066 |
| 036-087--00001 | FOSTER STREET      |                                                                                   |                                                                                    | PO BOX 66                        | SOUTHBRIDGE  | MA    | 01550-0066 |
| 034-179--00001 | CRANE STREET       |                                                                                   |                                                                                    | 10 PARK PLAZA ROOM 6160          | BOSTON       | MA    | 02116-3973 |
| 035-170--00001 | 107 CENTRAL STREET |                                                                                   |                                                                                    | 107 CENTRAL ST                   | SOUTHBRIDGE  | MA    | 01550-3732 |
| 035-009--00001 | CENTRAL STREET     |                                                                                   |                                                                                    | 58 TOWN FARM RD                  | N BROOKFIELD | MA    | 01535-1338 |
| 035-010--00001 | 42 CENTRAL STREET  |                                                                                   |                                                                                    | 58 TOWN FARM RD                  | N BROOKFIELD | MA    | 01535-1338 |
| 035-050--00001 | 37 HAMILTON STREET |                                                                                   |                                                                                    | 88 PROVIDENCE ST #1              | WORCESTER    | MA    | 01604-6049 |
| 035-030--00001 | 40 HAMILTON STREET |                                                                                   |                                                                                    | 42 HAMILTON ST                   | SOUTHBRIDGE  | MA    | 01550-3706 |
| 035-037--00001 | 330 MAIN STREET    |                                                                                   |                                                                                    | 334 MAIN ST                      | SOUTHBRIDGE  | MA    | 01550-3727 |
| 035-033--00001 | 22 HAMILTON STREET |                                                                                   |                                                                                    | 2 SUZANNE DR                     | N OXFORD     | MA    | 01537-1012 |
| 035-038--00001 | 326 MAIN STREET    |                                                                                   |                                                                                    | 3401 EIGHTH ST NE                | WASHINGTON   | DC    | 20017-1747 |
| 035-034--00001 | 14 HAMILTON STREET |                                                                                   |                                                                                    | 81 FISHER RD                     | SOUTHBOROUGH | MA    | 01772-1004 |
| 035-013--00001 | 18 CENTRAL STREET  |                                                                                   |                                                                                    | 71 KELLY ST                      | AUBURN       | MA    | 01501-3302 |

|                 |                    |  |                               |               |    |            |
|-----------------|--------------------|--|-------------------------------|---------------|----|------------|
| 035-083--00001  | 374 MAIN STREET    |  | 71 KELLY ST                   | AUBURN        | MA | 01501-3302 |
| 035-027--00001  | 57 CENTRAL STREET  |  | 71 KELLY ST                   | AUBURN        | MA | 01501-3302 |
| 035-081--00001  | 386 MAIN STREET    |  | 386 MAIN ST                   | SOUTHBRIDGE   | MA | 01550-3713 |
| 035-164--00001  | 47 HOOK STREET     |  | PO BOX 29                     | WHITINSVILLE  | MA | 01588-0029 |
| 035-048-A-00001 | 27 HAMILTON STREET |  | 30 LANCELOT DR                | PAXTON        | MA | 01612-1215 |
| 035-036--00001  | 338 MAIN STREET    |  | 38 MINUTEMAN WAY              | SHREWSBURY    | MA | 01545-3727 |
| 035-082--00001  | 384 MAIN STREET    |  | 384 MAIN ST                   | SOUTHBRIDGE   | MA | 01550-3713 |
| 035-006--00001  | 70 CENTRAL STREET  |  | 9 CORNERSTONE SQ STE B400-321 | WESTFORD      | MA | 01886      |
| 035-006-A-00001 | 66 CENTRAL STREET  |  | 9 CORNERSTONE SQ STE B400-321 | WESTFORD      | MA | 01886-1473 |
| 035-029--00001  | 44 HAMILTON STREET |  | 31 MERRIFIELD ST              | WORCESTER     | MA | 01605-3485 |
| 035-017--00001  | 264 MAIN STREET    |  | PO BOX 746                    | SOUTHBRIDGE   | MA | 01550-0746 |
| 035-052--00001  | HAMILTON STREET    |  | 85 HAMILTON ST                | SOUTHBRIDGE   | MA | 01550-1807 |
| 035-053--00001  | HAMILTON STREET    |  | 85 HAMILTON ST                | SOUTHBRIDGE   | MA | 01550-1807 |
| 035-058--00001  | 85 HAMILTON STREET |  | 85 HAMILTON ST                | SOUTHBRIDGE   | MA | 01550-1807 |
| 035-005--00001  | 76 CENTRAL STREET  |  | 41 ELM ST                     | SOUTHBRIDGE   | MA | 01550-2645 |
| 035-020--00001  | CENTRAL STREET     |  | 41 ELM ST                     | SOUTHBRIDGE   | MA | 01550-2645 |
| 035-043--00001  | 6 LAROCHELLE WAY   |  | 41 ELM ST                     | SOUTHBRIDGE   | MA | 01550-2645 |
| 035-158--00001  | HAMILTON STREET    |  | 41 ELM ST                     | SOUTHBRIDGE   | MA | 01550-2645 |
| 036-099--00001  | 100 FOSTER STREET  |  | PO BOX 66                     | SOUTHBRIDGE   | MA | 01550-0066 |
| 035-051--00001  | 53 HAMILTON STREET |  | 53 HAMILTON ST                | SOUTHBRIDGE   | MA | 01550-3705 |
| 035-161--00001  | 37 HOOK STREET     |  | 37 HOOK ST                    | SOUTHBRIDGE   | MA | 01550-3773 |
| 035-007--00001  | 62 CENTRAL STREET  |  | 283 QUINCY SHORE DR           | QUINCY        | MA | 02171-1516 |
| 035-008--00001  | 48 CENTRAL STREET  |  | 283 QUINCY SHORE DR           | QUINCY        | MA | 02171-1516 |
| 035-004--00001  | 100 CENTRAL STREET |  | 30 MASSACHUSETTS AVE          | NORTH ANDOVER | MA | 01845-3458 |
| 035-044--00001  | 101 CENTRAL STREET |  | 101 CENTRAL ST                | SOUTHBRIDGE   | MA | 01550-3701 |

|                |                    |                                                                                   |                         |             |    |            |
|----------------|--------------------|-----------------------------------------------------------------------------------|-------------------------|-------------|----|------------|
| 035-156--00001 | 98 HAMILTON STREET |  | 57 POPLAR ST            | SOUTHBRIDGE | MA | 01550-2244 |
| 035-157--00001 | 86 HAMILTON STREET |                                                                                   | 57 POPLAR ST            | SOUTHBRIDGE | MA | 01550-2244 |
| 035-035--00001 | 344 MAIN STREET    |                                                                                   | 60 PLEASANT ST STE 10-A | ASHLAND     | MA | 01721-3127 |
| 035-023--00001 | 33 CENTRAL STREET  |                                                                                   | 60 PLEASANT ST STE 10A  | ASHLAND     | MA | 01721-3127 |
| 035-024--00001 | 37 CENTRAL STREET  |                                                                                   | 60 PLEASANT ST STE 10A  | ASHLAND     | MA | 01721-3127 |
| 035-019--00001 | 1 CENTRAL STREET   |                                                                                   | 368 MAIN ST             | SOUTHBRIDGE | MA | 01550-3842 |
| 035-048--00001 | 15 HAMILTON STREET |                                                                                   | 368 MAIN ST             | SOUTHBRIDGE | MA | 01550-3842 |

Date processed: 12/14/2023

Property requested: 035-028-00001

Description of list: 300' Abutters

Requested by: Mike Gwynn

To the best of my knowledge and belief, I certify the information contained in this abutters list is accurate and true as of November 30, 2023.

Respectfully,

Francine Farland  
Principal Clerk  
Southbridge Assessors Office

## Mellow Tiger LLC

Mellow Tiger LLC will be hosting a Community Outreach Meeting at 67 Central/69 Hook St South-bridge, MA to discuss a proposed Adult Use Cannabis Dispensary to be located at 67 Central/69 Hook St on Saturday, January 13th at 1pm. The public is invited to attend to learn more & ask questions.

December 30 2023

LNEO0046098

# LOCALiQ

## NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

### PROOF OF PUBLICATION

Michael P Gwynn  
9 Ashley Drive  
Amesbury MA 01913

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Telegram & Gazette, a newspaper distributed in the county of Worcester, published in the City of Worcester, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/30/2023

and that the fees charged are legal.  
Sworn to and subscribed before on 12/30/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

|                   |             |              |
|-------------------|-------------|--------------|
| Publication Cost: | \$35.40     |              |
| Order No:         | 9675914     | # of Copies: |
| Customer No:      | 1266245     | 0            |
| PO #:             | LNE00046098 |              |

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

NICOLE JACOBS  
Notary Public  
State of Wisconsin



**UNITED STATES POSTAL SERVICE**  
AMERICAN  
2025 MAIL ST  
AMERICAN MA 01550-3777  
1-800-275-8777

01/06/2024 09:18 PM

| Product                       | Qty | Unit Price | Total Price    |
|-------------------------------|-----|------------|----------------|
| US Flag Mail®                 | 2   | \$12.20    | \$24.40        |
| First-Class Mail®             | 1   | \$0.60     | \$0.60         |
| Letter                        |     |            |                |
| Kansas City, MO 64108         |     |            |                |
| Weight: 0.16 0.70 oz          |     |            |                |
| Estimated Delivery Date       |     |            |                |
| 01/06/2024                    |     |            | \$4.35         |
| Certified Mail®               |     |            |                |
| Tracking #:                   |     |            | \$5.01         |
| <b>Total</b>                  |     |            | <b>\$31.41</b> |
| <b>Grand Total:</b>           |     |            | <b>\$31.41</b> |
| <b>Credit Card Receipt</b>    |     |            |                |
| Card Name: MasterCard         |     |            |                |
| Account #: 123456789012345678 |     |            |                |
| Approval #: 041810            |     |            |                |
| Transaction #: 041            |     |            |                |
| AID: 4567890123456789         |     |            |                |
| AL: US Debit                  |     |            | Chip           |
| PIN: Not Required             |     |            |                |

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](https://www.usps.com) USPS Tracking or call 1-800-222-1811.

Preview your Mail  
Track your Packages  
Sign up for FREE #  
<https://informedelivery.usps.com>

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

Tell us about your experience.  
Go to: <https://postalexperience.com/Post>  
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 240119-0913  
Receipt #: 840-50180161-2-6173177-1  
Clerk: 6



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Plan for Positive Impact

Mellow Tiger Cannabis intends to positively impact its surrounding community in a couple ways. The company will work with a non-profit family outreach program based in Southbridge, MA to assist families and individuals living in the Southbridge area. Furthermore, the company will commit to a hiring make-up that is Southbridge Community member dominant.

### Our Goals:

1. Assist members of the Southbridge Community by supporting the youth & families by providing a yearly donation through the Southbridge Family Resource Center/Seven Hills.
2. Commit to 70% of our staff being members of the Southbridge Community – a Commission Identified Area of Disproportionate Impact.

### Programs:

*The following programs have been designed to achieve the goals previously laid forth.*

#### 1. Yearly Donation

We will make annual donations of either winter school clothing or back to school supplies to the Southbridge Family Resource Center. We will most likely rotate the supplies we donate on an annual basis (ex. winter school clothing one year & back to school supplies the next). The Southbridge Family Resource Center works with children & families in the Southbridge Community & are a great resource for us to use to directly benefit the members of the Southbridge Community.

#### 2. Southbridge Staffing

The Community of Southbridge, MA is a Commission identified Area of Disproportionate Impact. Our business will commit to maintaining a workforce where 70% of our staff will be members of the Southbridge community.

When interviewing prospective applicants we will go over a variety of topics. One of the interview questions will be to ask the applicant where they live & how far their commute will be. We will take this information into consideration when hiring & targeting Southbridge residents will be a priority of ours to meet this goal.

We will post job openings when we have vacancies or need additional staffing. The frequency of this is open ended & will be based upon current circumstances at any given time.

We may host/attend job fairs if we need to make multiple hires, but we will predominantly rely upon online programs like Indeed, references, and walk in applicants. We will make postings in the store to advertise our job openings when we have them, this will help to attract Southbridge residents as the majority of our customers will be from Southbridge.

### **Monitoring Results/ Accountability**

*A file will be created to hold all of the gathered information listed below relating to the review of the multiple components of our Positive Impact Plan. The file will include a full review of each portion of the Positive Impact Plan and will be available upon request. The plan will be completed prior to our license being up for annual renewal.*

#### **1.) Yearly Donation**

We will keep receipts of all supplies purchased & donated to the Southbridge Community Resource Center. We will also request a letter of receipt from the Resource Center that we will keep on file.

#### **2.) Southbridge Staffing**

By reviewing employee files we will be able to determine where all of our employees are from and further more the percentage of our employees who are from the Southbridge Community. This will allow us to measure the percentage of members of our staff that are from the Southbridge Community as we attempt to reach the goal of 70%.

*All of the measurement tools listed above are implemented to maintain accountability that our establishment is working towards achieving its goals through the programs we have listed above and provide a manner in which to assess them.*

*Our establishment is aware that the progress or success of this plan must be documented and reported annually upon license renewal.*

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

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

The Commonwealth of Massachusetts, William Francis Galvin  
**Corporations Division**

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

**Certificate of Amendment**

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number: 001435250

1.a. Exact name of the limited liability company: MELLOW TIGER LLC

☐ Check if amending entity name

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

MELLOW TIGER LLC

1.c. The date of filing of the original certificate of organization:

04/23/2020

2. Address in the Commonwealth where the records will be maintained:

Number and street: 67 CENTRAL STREET

Address 2:

City or town: SOUTHBRIDGE State: MA Zip code: 01550

Country: UNITED STATES

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

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

5. Name and address of the Resident Agent:

Agent name: MICHAEL P GWYNN

Number and street: 9 ASHLEY DRIVE

Address 2:

City or town: AMESBURY State: MA Zip code: 01913

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

| Title   | Name            | Address                                      |
|---------|-----------------|----------------------------------------------|
| MANAGER | MICHAEL P GWYNN | 9 ASHLEY DRIVE AMESBURY, MA 01913 USA        |
| MANAGER | ANDREW BOLES    | 30 SHATTUCK ROAD #3401 ANDOVER, MA 01810 USA |

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

| Title         | Name           | Address                                      |
|---------------|----------------|----------------------------------------------|
| SOC SIGNATORY | ANDREW J BOLES | 30 SHATTUCK ROAD #3401 ANDOVER, MA 01810 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:

| Title         | Name           | Address                                      |
|---------------|----------------|----------------------------------------------|
| REAL PROPERTY | ANDREW J BOLES | 30 SHATTUCK ROAD #3401 ANDOVER, MA 01810 USA |

9. Additional matters:

10. State the amendments to the certificate:

MELLOW TIGER NO LONGER HAS AN OFFICE AT 276 TURNPIKE RD, WESTBORO ..ONLY OFFICE ADDRESS IS 67 CENTRAL STREET, SOUTHBRIDGE

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

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of December, 2023,

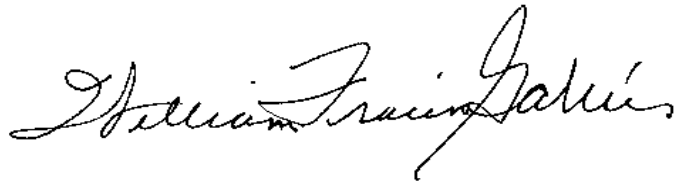
ANDREW J BOLES

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

December 04, 2023 11:14 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT**  
**OF**  
**MELLOW TIGER LLC**

Dated as of December 13, 2023

## TABLE OF CONTENTS

|                                                                                                                        |    |
|------------------------------------------------------------------------------------------------------------------------|----|
| ARTICLE I DEFINITIONS .....                                                                                            | 1  |
| ARTICLE II THE LIMITED LIABILITY COMPANY .....                                                                         | 7  |
| ARTICLE III MEMBERS .....                                                                                              | 9  |
| ARTICLE IV MANAGEMENT OF THE COMPANY .....                                                                             | 10 |
| ARTICLE V ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT; ALLOCATIONS OF<br>PROFITS AND LOSSES; DISTRIBUTIONS ..... | 13 |
| ARTICLE VI TRANSFERABILITY .....                                                                                       | 17 |
| ARTICLE VII BOOKS, ACCOUNTING AND TAX TREATMENT .....                                                                  | 22 |
| ARTICLE VIII DISSOLUTION .....                                                                                         | 25 |
| ARTICLE IX EXCULPATION AND INDEMNIFICATION .....                                                                       | 26 |
| ARTICLE X MISCELLANEOUS .....                                                                                          | 28 |

## OPERATING AGREEMENT

### OF

## MELLOW TIGER LLC

This OPERATING AGREEMENT (this “Agreement”) of Mellow Tiger LLC, a Massachusetts limited liability company (the “Company”), is made as of the 13<sup>th</sup> day of December, 2023 (the “Effective Date”) by and among the Company, the Persons identified on the signature page hereto as “Members”, and each of the Persons identified in Section 4.1 below (as from time to time removed or replaced) as “Managers” (and collectively, the “Board”).

### RECITALS

**WHEREAS**, the Company was formed as of April 23, 2020 as a limited liability company under the laws of the Commonwealth of Massachusetts in accordance with the provisions of the Massachusetts Limited Liability Company Act by the filing of a Certificate of Organization for the Company (the “Certificate”) in the Office of the Secretary of State of the Commonwealth of Massachusetts; and

**WHEREAS**, the Company, the Members, and the Board wish to set out fully their respective rights, obligations, and duties regarding the Company and its affairs, assets, liabilities, and the conduct of its business; and

**NOW, THEREFORE**, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 Units” shall have the meaning set forth in Section 6.4(b).

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

“Act” shall mean the Massachusetts Limited Liability Company Act 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 Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Member 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 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 introductory paragraph of this Agreement.

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

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

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

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

“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” has the meaning given that term in the opening paragraph.

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

“Employee” means any individual performing services for the Company.

“Event of Withdrawal” shall mean (i) the bankruptcy or insolvency of any 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 entity which is a Member, or the entry of a final decree of divorce or any other court order or decision requiring a Member to Transfer any of such Member’s Units to such Member’s spouse or any other third party who is not already a Member at the time of the filing of a petition, complaint, or similar legal instrument or action initiating divorce proceedings; or (iii) the failure of a Member at any time to qualify as a party allowed to hold an interest in (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to M.G.L. c. 94I and its implementing regulations, 105 C.M.R. 725.000, *et seq.*, as applicable; or (b) a Marijuana Establishment pursuant to M.G.L. c. 94H and its implementing regulations, 935 C.M.R. 500.000, *et seq.*

“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, 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 determined by the Board 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, 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” shall have the meaning set forth in Section 9.1.

“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 the Units.

“Member” shall mean any Person 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 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)(ii).

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

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

“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, (i) if of a Class of Units, the ratio (expressed as a percentage) of such Member’s Units of such Class on such date to the aggregate Units of that Class held by all Members on such date; and (ii) if of all Units, 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 Transferred Units.

“Permitted Transfers” shall have the meaning set forth in Section 6.5.

“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”; 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 the rules and regulations promulgated by the Internal Revenue Service 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).

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

“Tax-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 otherwise 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 Operating Agreement and the Act, holder’s Capital Contribution 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 shall include all types and classes of Units, including any class of Units established after the effective date of this Agreement.

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

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

## **ARTICLE II THE LIMITED LIABILITY COMPANY**

2.1 Formation. The Company has been formed as a limited liability company pursuant to the provisions of the Act by the filing of the Certificate with the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals.

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 Registered Office; Registered Agent. The name and address of the Company’s registered agent in the Commonwealth of Massachusetts is Andrew J Boles, 67 Central Street, Southbridge, MA 01550.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 67 Central Street, Southbridge, MA 01550 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 to apply for a license with the Massachusetts Cannabis Control Commission for the retail sale of marijuana, and to engage in all other lawful business that a limited liability company may conduct in accordance with the Act.

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, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the 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, any Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, *provided, 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 5.1(a), 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 as a Person allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) M.G.L. c. 94I and its implementing regulations 105 C.M.R. 725.00, *et seq.*; and (b) any Certificate(s) of Registration as a Marijuana Establishment pursuant to M.G.L. c. 94H and its implementing regulations 935 C.M.R. 500.000 and 935 C.M.R. 502.000, *et seq.*, each as applicable to the Company's business.

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

3.3 Authority of Members. Except as otherwise 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 the Units 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 quorum for all purposes at any such meeting. Each meeting shall be conducted by the Board or a designee of the Board. 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.

3.5. Written Consent in Lieu of Meeting. Any action of the Members which may be undertaken pursuant to Section 3.3 or 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 for any such debt, obligation or liability of the Company solely by reason of being the Member.

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

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, 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 5.1(a) and the provisions of Article VI, and the prior consent of a Majority of Members of each Class of Units.

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

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

4.1 Management by the Board. The management of the Company is fully vested in the Board. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested solely in the Board, and the powers of the Company shall be exercised by or under, the sole authority of the Board; and 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 without any approval by or consent of the 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 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 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 affiliated with, any one or more of the Manager 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 Company; *provided, that* any employment of such Member, Manager or Person is on terms not less favorable to 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 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 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 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 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 may have four (4) persons serving as Managers from time to time, and all of those collectively shall constitute the Board of Managers. Initially, the Managers shall be all Andrew J. Boles and Michael Gwynn. A quorum shall consist of all Managers then on the Board. The Board shall act by the affirmative vote of a majority of Managers. 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. Actions of the Board may also be taken by written consent of all Managers then in office. Any Manager may call a meeting of the Board upon not less than six (6) hours advance notice, which notice may be given by electronic communication. Accurate minutes of any meeting of the Board shall be maintained by the Manager selected by the Managers for that purpose at that Board meeting.

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

4.4 Manager Has No Exclusive Duty to Company. Each Manager shall devote to the Company such time as he/she may deem necessary to manage the 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 in the name of the Company. In accordance with Section 2.6, 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 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, including the titles of CEO, CFO, and COO, to act on behalf of the Company, with such power and authority as the Board may delegate to any such individual.

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 required by law.

**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. Initially, the Board is authorized to issue ten thousand (10,000) Units. With the consent of the Members holding sixty percent (60%) of the Units, 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, and additional classes of Units in the Company which may be *pari passu* with, or senior in right to, any class of Units, provided however, that the Company shall first comply with the provisions of Section 7.3 with respect to any newly issued, re-issued, or additional Units as though it were the Selling Party as defined in said Section.

(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(a) 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 all or a portion of any interest in the Company is 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 interest.

(iv) If during any fiscal year of the Company 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) 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) Profits and Losses. Profits and Losses (and each item thereof) shall be allocated among the Members in such manner and amount as shall accurately reflect (a) such Member's obligation, if any, to make future contributions to the Company, (b) such Member's right to receive distributions from the Company, and (c) such Member's economic risk of loss with respect to any liability of the Company. It is the intention of the Members that the allocations pursuant to this Section 5.3(a) 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 of the Company 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.

(b) Tax Allocations.

(i) Subject to Section 5.3(b)(ii) and 5.3(b)(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(a) shall be allocated among the Members in the same proportion as the corresponding item is allocated among them pursuant to Section 5.3(a).

(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(b) 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.

(c) 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.

(d) 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 ("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 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 paragraph.

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 Section 5.5(b) at such time and in such amounts as may be determined by the Board. 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) Priorities. All distributions hereunder shall be made simultaneously to all the Members pro rata in proportion to their respective Percentage Interests at such time.

(c) Tax Distributions to Members. Notwithstanding the other provisions of this Agreement, 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 other tax period. Tax distributions pursuant to this Section 5.5(c) shall not be made with respect to the 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), as determined by the Board.

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

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 Internal Revenue Code of 1986, 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(b) 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 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 all or any of such Member's Units except in accordance with this Article VI.

(b) Requirements. In the event that Sections 6.2 - 6.6, 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) constitute such Transferee as a 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 (whether such Person is to be admitted as a new Member);
  - (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 securities laws and regulations.

(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 Member of the Board, 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 expense) arising directly or indirectly as a result of any Transfer.

6.2 Failure of Board to Approve. Notwithstanding anything contained herein to the contrary, if the Board does not approve the proposed Transfer of any Unit to a Transferee which is not a Member immediately prior to such Transfer, then the proposed Transferee shall have no right to become an owner of Units or a Member or otherwise to participate in the management of the Company. No Transfer of a Member's Units (including any Transfer which has not been approved by the Board) shall be effective unless and until written notice (including the name and address of the proposed Transferee and the date of such transfer) has been provided to the Company and each of the non-transferring Members.

6.3 Right of First Refusal Upon Sale of Units

(a) In the event that any Member(s) holding less than a majority of Units (each, a "Selling Party") shall at any time desire to sell some or all of his/their Units to any Person 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 each of the other Members of such Selling Party's intention to so sell. The Offer Notice shall:

- (i) include a copy of the Offer;
- (ii) state the intention to Transfer the Units and the amount to be transferred (the "Offered Units");
- (iii) state the name, business, and address of the Offeror; and
- (iv) state the amount of the consideration and the other terms of the Offer.

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

(c) The Purchase Option granted in this Section must be exercised by non-Selling Members wishing to do so (the "Purchasers"), by notice given by each during the period ending fifteen (15) Business Days after the receipt by all 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.

6.4 Right of First Refusal Upon Involuntary Withdrawal.

(a) Notice 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 Withdrawing Member or the legal representatives of the Withdrawing Member (the “Representatives”) shall give written notice within thirty (30) days of the occurrence of such event (the “Withdrawal Notice”) 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 “Option”) all, but not less than all, of the Withdrawing Member’s Units in the Company (the “Abandoned Units”), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) Exercise of Option. The Option granted in this Section to the Members must be exercised by 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 Units in their entirety, the Units represented by the Abandoned Units 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 6.1.

(d) Purchase Price. If the non-withdrawing Members elect to exercise the Option, the purchase price for the Abandoned Units (“Abandoned Units Purchase Price”) shall be the Fair Market Value of the Abandoned Units as determined by an appraiser selected by the Board. The value of the Abandoned Units 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 Units 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 Units. At the election of the non-withdrawing Members, as much as seventy-five percent (75%) of the Abandoned Units Purchase Price may be paid in the form of a promissory note, provided that such promissory note requires payments of principal and interest to be made at least on a monthly basis over a term not to exceed sixty (60) months and with a rate of interest equal to the lesser of six percent (6%) per annum or the greatest rate of interest permitted by applicable law.

6.5 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, but subject to the requirements of Section 3.1 and 6.1(b), all Transfers of Units to a current Member, an Affiliate of a current Member, or to a Family Member may be undertaken without restriction (“Permitted Transfers”).

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(b). 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 the holders of a majority of Units desire to Transfer all of their 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 (“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 Transfer Notice, each Member that is not a Tag-Along Transferor, shall have a period of twenty (20) days (“Tag-Along Exercise Period”) to exercise the right and option (“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 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 (“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 Corporation officer or employee) 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 Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Corporation as well as breach by any member of any of 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 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 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.

## **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 discretion) 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 U.S. mail or electronic mail, as requested by the Member) the following records:

(a) A copy of the Certificate and all amendments thereto, together with executed copies;

(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 an accountant selected by the Board;

(c) Copies of the Company's current effective written Operating 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 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 its members with unaudited financial statements for that quarter. Notwithstanding the foregoing, the Board may, in its discretion, also provide an audited financial report and any other information.

7.3 Accounting Period. The Company's accounting period shall be the calendar 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 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 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 returns, or pertinent information therefrom, shall be furnished to each Member as soon as practical after the end of the Company's 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, in accordance with the Code and any similar provisions of state and local law, shall designate a Person to be the "partnership representative" of the Company 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 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 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 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; 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 pro rata in proportion to their relative Percentage Interests.

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 to the contrary, whether express or implied, or obligation or duty at law or in equity, none of (i) the members of the Board, (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 that* such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence. For purposes of clarity, any conduct, act, or omission of an Indemnified Person related to or arising from any activity or involvement with cannabis or the cannabis industry or otherwise resulting therefrom that may be a violation of federal law, shall not constitute fraud, willful misconduct, bad faith, or gross negligence hereunder solely by reason of being a violation of federal law, so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state laws.

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. For purposes of clarity, any conduct, act, or omission of an Indemnified Person related to or arising from any activity or involvement with cannabis or the cannabis industry or otherwise resulting therefrom that may be a violation of federal law, shall not constitute fraud, willful misconduct, bad faith, or gross negligence hereunder solely by reason of being a violation of federal law, so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state laws. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses reasonably 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 (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 Manager’s 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 reasonably 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

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

9.12 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 of Organization 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 of Organization, (c) an amended Certificate of Organization reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Managers 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 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 Member, (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 property of the Company.

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 sitting in Boston, 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 hereto 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 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 the address or facsimile number set forth on Exhibit A 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]**

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

**MANAGERS:**

\_\_\_\_\_  
Andrew J. Boles

\_\_\_\_\_  
Michael P. Gwynn

**MEMBERS:**

\_\_\_\_\_  
Andrew J. Boles

\_\_\_\_\_  
Michael P. Gwynn

\_\_\_\_\_  
Delores Ann Sapochetti (erbaccia, LLC)

\_\_\_\_\_  
Dereck R. Lake

**MELLOW TIGER LLC**

**EXHIBIT A**

**December 13, 2023**

**Members and Units**

| Member's Name                                                 | Units | Percentage Interest |
|---------------------------------------------------------------|-------|---------------------|
| Andrew J Boles<br>30 Shattuck Road #3401<br>Andover, MA 01810 | 2,900 | 29%                 |
| Michael P. Gwynn<br>9 Ashley Drive<br>Amesbury, MA 01913      | 4,000 | 40%                 |
| erbaccia, LLC<br>53 Stanley Avenue<br>Medford, MA 02155       | 3,000 | 30%                 |
| Dereck Robert Lake<br>42 Toll Road<br>Salisbury, MA 01952     | 100   | 1%                  |

**TOTAL**

**10,000**

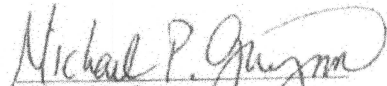
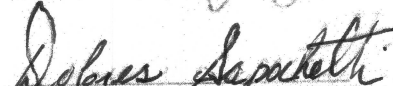
**100%**

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of Mellow Tiger LLC as of the date first above written.

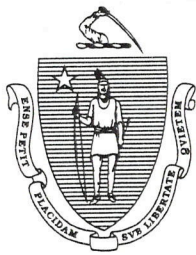
MANAGERS:

  
Andrew J. Boles  
Michael P. Gwynn

MEMBERS:

  
Andrew J. Boles  
Michael P. Gwynn  
Dolores Sapochetti (eroaccia, LLC)  
Dereck R. Lake

3532436.v2



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

August 8, 2025

TO WHOM IT MAY CONCERN:

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

**MELLOW TIGER LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 23, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**MICHAEL P GWYNN, ANDREW BOLES**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL P GWYNN, ANDREW BOLES, ANDREW J BOLES**

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **ANDREW J BOLES**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed by: TAA

QC by: Slam



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

mass.gov/dor

Letter ID: L1069114464  
Notice Date: August 18, 2025  
Case ID: 0-003-016-395



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MELLOW TIGER LLC  
69 HOOK ST  
SOUTHBRIDGE MA 01550-3773

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

Visit [mass.gov/dor](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



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Plan for Obtaining Liability Insurance

Mellow Tiger 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**”.



**Mellow Tiger Cannabis Co.**

---

69 Hook St, Southbridge, MA | Est. 2023

# **Business Plan**

**For:**

**Mellow Tiger LLC**

**Adult-Use Cannabis Retail 2024**

69 Hook St, Southbridge, MA 01550

## Opportunity

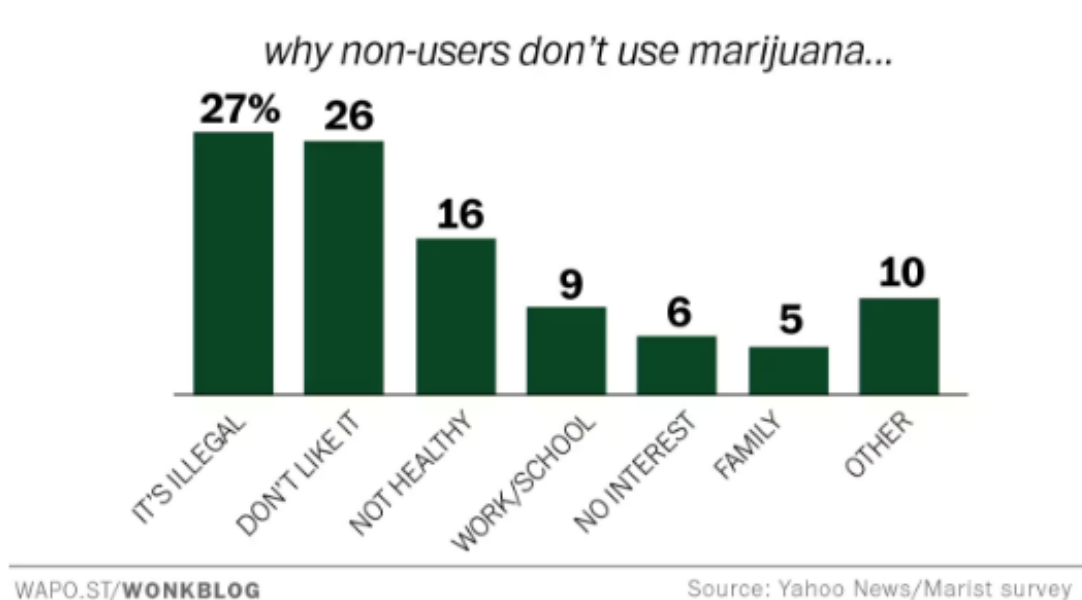
With the emergence of legislation in Massachusetts to legalize and regulate the sale of cannabis, Mellow Tiger LLC sees an opportunity to open businesses in an emerging market that topped **\$1.4 billion** in Massachusetts in 2022.

## Problem

In 2023, 75% of cannabis sales in the US can still be credited to the black market, which amounts to roughly **\$100 billion** of which is currently untapped by the legal markets. Massachusetts has one of the highest per capita rates of cannabis users in the US with 15% of their residents stating they smoke or use cannabis in some form. That percentage can be expected to grow with legalization as 27% of Americans claim the reason they do not use cannabis being due to its legality.

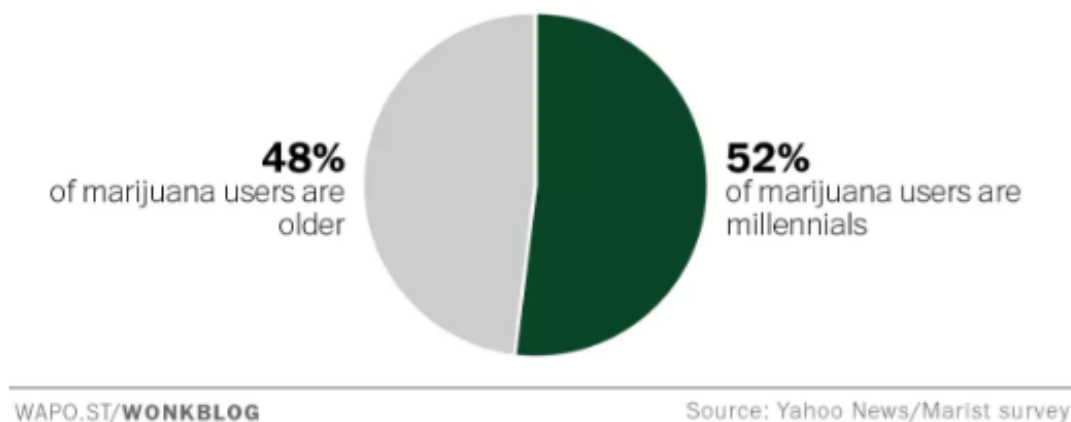
## Solution

Legalization has opened the doors in Massachusetts for our business to offer a service to consumers that they are already seeking through other means. This will also allow for the state to earn tax revenue from the sale of the product and allow consumers a sense of ease when purchasing product as its growth, testing, and sales are being tightly regulated by an official state entity – in this case the *Cannabis Control Commission*.



## Target Market

With our location in Southbridge, we will be dealing with a market of roughly 20,000 residents being made up of 73% being within the age range of 21-80, which is our market. Studies have shown that millennials account for the majority of cannabis users, but older generations follow closely behind. Millennials make up over 50% of the total cannabis sales in the US, Millennials make up 25% of the local population in Southbridge. Furthermore, the older age groups are also increasing their cannabis purchases with increasing legislation & knowledge of products, this continues to widen the age groups that marijuana appeals to. Millennials & Gen X are our target age demographics, and they amount to 55% of the market in Southbridge & surrounding area. We will see some customers coming from the 60+ age group, which accounts for another 10-20% of the population. Sleep products are becoming very popular amongst the older generations & this can be seen in the amount of sleep aid products that are being introduced into the recreational cannabis market.



## Competition

In Southbridge there are currently 3 operating recreational dispensaries. Our location is centralized with great parking & easy access. We also share a building next to a convenience, package, & lottery store that draws over 100 customers a day. Furthermore, we are neighbors to the Southbridge RMV station which will offer our establishment great visibility from a heavily traffic public service venue. Over time, our location will offer itself great marketing exposure free of charge just due to its location in downtown Southbridge. Our competing locations are far enough away that we believe they will have minimal impact on our stores prospects for building a regular customer base & having healthy sales numbers. Our location's overhead will also offer us a competitive advantage as we will not be bogged down by a multitude of monthly bills that will be hard to meet as a start-up business. Cannabis is a heavily sought after commodity & we believe with our centralized &

popular location, we shouldn't have issues running a profitable location so long as we can operate an efficient facility that offers quality product and services at reasonable prices.

## **Our Advantages**

The Southbridge dispensary offers a prime location near the center of downtown Southbridge. The location is across the street from the heavily frequented Southbridge RMV location. Furthermore, the location abuts a convenience & lottery store that has 150 daily customers. The presence of the two previously mentioned neighbors will offer the location immediate visibility upon opening.

The location has ample parking that will never overflow. The parking is arranged in a manner where customers will have a multitude of options near the entrance of the store.

The property abuts a community parking lot for the downtown area of Southbridge that also hosts the Southbridge Downtown Farmer's market. We have worked with the city in talks of improving the walk-ways & stairs that conjoin our property & this community area. This furthers our visibility to residents & visitors of Southbridge & will benefit our company greatly in our opening months.

Lastly, a new development is being planned for the Hook & Hamilton St intersection that sits just outside of our parking lot. This development will turn the intersection into a round-a-bout that will benefit the location even further by diverting traffic right pass an entrance to our dispensary parking lot.

## **Southbridge Retail Location**

The address of the Southbridge retail location is 69 Hook St, Southbridge, MA 01550 across the street from the Southbridge RMV, a very heavily trafficked venue. The location consists of over 7000 square feet of space, of which roughly 1500 square feet will be accessible to customers & 2500sf will be used for back office, inventory vault, reception, employee lounge, packaging, and other employee only accessible space for the dispensary. The remaining space will be utilized at a later date as potential future expansion & possibly additional cannabis licenses. There is ample onsite parking to allow for quick and easy access in our newly sealed & painted lot. The lot will likely never fill, as there is a multitude of spaces as well as other public lots in the immediate vicinity, so customers can rest assured they will be able to find available parking within close proximity to our front door.

## Milestones & Metrics

| Milestone                  | Due Date           | Details                                                                                                     |
|----------------------------|--------------------|-------------------------------------------------------------------------------------------------------------|
| Complete Interior Buildout | March – April 2024 | Renovations commenced in January of 2023 & we anticipate 3 – 4 months for completion.                       |
| Obtain Provisional License | April – May 2024   | We expect to submit our application in early January & receive our license in about 4 months.               |
| Hiring Procedures Begin    | July 2024          | With the Final License on the Horizon, we will begin interviewing & hiring employees for various positions. |
| Obtain Final License       | July – August 2024 | We expect to receive our Final License 2 months after receiving our Provisional License.                    |
| Commence Operations        | September 2024     | We intend to open for business in the Fall of 2024.                                                         |

## Ownership & Structure

Mellow Tiger LLC is a limited liability company in Massachusetts that registered in 2020. Michael Gwynn & Andrew Boles are the signatories and majority owners. Michael Gwynn will oversee all of the operations while residing in Massachusetts and will be tasked with hiring more staff.

## Company History

The group came together in 2019 to identify a location in Massachusetts that would be a good candidate for an Adult Use Cannabis Dispensary. The group came upon the location in Southbridge and after communications with the landlord & town, found the location to be the prime opportunity they were looking for. Mike Gwynn, one of the managing members of the group, has operated as a logistics manager in Motion Picture & Television Industry for the past 20 years and has extensive management experience when it comes to organizing & managing both small & large teams. His partner, Andrew Boles, has also worked in the Movie Picture & Television Industry for over the past 20 years & during his time served as line producer for the Martha Stewart show. Andrew has also managed a handful of businesses relating to movie equipment rentals, portable bathrooms, & waste management. The two's entrepreneurial spirit has brought them together to accomplish the vision they have for this new venture. Their extensive experience in administration & experience in operating start up businesses will serve as valuable experience as they continue to pursue this new venture.

## Advisors

The business has sought legal consultation while wading through the licensing and property acquiring procedures. We have worked with Prince Lobel Law Firm out of Boston to draft an Operating Agreement for the business & consulted with them in regards to the Cannabis Industry in Massachusetts & best business practices.

## Financial Forecast

Over the first year of sales we are predicting **\$4.8 million** in revenue and in year 2 we are expecting **\$5.5 million** in revenue. We expect that the first few months will be slow, but we expect to enter into the \$400,000 monthly revenue range by month 6. These numbers can be supported by other operating cannabis dispensaries in Massachusetts. Monthly sales revenue numbers for Adult Use Dispensary can range anywhere from \$100,000 - \$1,000,000 per month. Sales greatly depend on location, product selection, & service/experience. We believe our location offers easy access in a popularly visited part of town. Furthermore we expect to have minimal overhead with relation to industry standards – with a well trained staff & proper inventory sourcing, we believe our location is set-up to generate good profit.

\*A diagram showing our 1 year projections can be found at the end of this plan.

## Estimated Traffic

Goal By Month 6 -

Avg Daily customers: 150

Avg Ticket: \$60

Avg Daily Sales: \$13,000

Avg Monthly Sales: \$400,000

## Product Variation

There are various types of cannabis products. You can anticipate the following product categories in our store:

- Flower – dried buds of the cannabis plant. These products range from low to moderate THC levels.

- Concentrates – Solvent based product that is a result of an extraction process of cannabis buds and other plant materials. These are your high THC products.
- Vape Cartridges – Concentrates of various solvent types filled into cartridges that can be used with vaporizer pens. This is very similar to the already popular tobacco vaporizers.
- Edibles – Edible products that have been infused with THC or CBD (2 cannabinoids, THC being psycho-active while CBD is not). \*There will be regulation on these products that the product manufacturers will be required to follow in regards to the product's "look" and its potential appeal to those under 21. The most common forms of edibles will be brownies, cookies, soft drinks, and hard/soft candies, chocolates, caramels, etc.
- Topicals – These are lotions that are usually CBD dominant that can be used to apply to sore muscles for quick and natural relief. Limited to no psycho- active effects.

## **Preventing Diversion to Minors**

On a daily basis, it will be our employee's goal to follow our protocol in relation to diversion to minors. We will enact a no-tolerance policy as a violation in relation to this policy will be ground for immediate dismissal.

- Clear signage of +21 age limit. No confusion.
- Immediate ID check upon entry of premises.
- ID check at entry completed using ID reading software – available on iPad.
- Black light to check holograms on ID
- Secondary ID check at time of purchase.
- State consequences for breach of law.

## **Security Summary**

We plan to implement the following required security measures.

- Sufficiently lit building perimeter
- Secure Points of Entry with alarm and lock system
- Limited access areas – badge required
- Secured area for all security equipment and monitors
- Employee Badges
- Visitor Check-In Procedure w/ Visitor Badge
- Certified alarm system and backup with ability to notify employees and local law enforcement inside state required notice period
- No blind spot security camera layout
- Monthly & Yearly Audits to ensure proper function



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Restricting Access 21+

1. Clear signage on door that ID is required for entry and that only those 21+ are allowed on the premises.
2. 24/7 Camera Recording on Entrance to ensure our ID check policy is being performed at all times. This footage will remain available for as long as the Commission requires our facility to maintain security footage.
3. Immediate security checkpoint within the vestibule at the point of entry to premises. Showing ID will be required to pass through the vestibule to the sales floor. We will utilize an iOS program that scans the barcode of an ID and pulls up information on the ID holder confirming their age & expiration date of the ID. We can then utilize a black-light to scan the card for holograms for additional security if needed.
4. Secondary ID check at cash register. Birthdate of customer must be entered into the POS to complete the transaction.
5. No tolerance policy. We do not tolerate any employees that are unable to follow our ID check protocols. Failure to follow protocol will result in immediate termination. Employees will be informed of this during onboarding.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Personnel Policies & Operating Procedures

### Security Procedures

**Check-in Procedure:** Our main entry/vestibule at the front of the building is where all patrons, non-patron visitors enter through. There is an ID Checkpoint within the vestibule all employees and visitors will have to enter through to access the facility. We will follow the following procedure for each *type* of visitor

**Patron:** Our marijuana agent stationed at the door will immediately request ID from the patron and initiate our 3-point check procedure. First the agent confirms the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using a device. Using the device the agent can scan the ID's barcode with the device's camera to confirm its authenticity and that the birthdate confirms the individual is 21 or older. The agent will then use a black-light flashlight to check for other authenticity markers, if needed. Once the ID is verified the patron will be permitted to enter through the door. \*If the ID is not authentic or does not belong to the individual who presented it, our agent will ask the individual to leave.

**Secondary ID Check:** The patron's ID will be checked by the cashier prior to initiating the transaction. Once the patron has completed their transaction, one of our agents will direct them to the exit.

**Non-Patron Visitor:** Non-patron visitors will be by appointment only. Our marijuana agent stationed in the front vestibule will immediately request ID from the individual and initiate the 3-point check procedure. The agent will inform a manager or shift-lead who is here for a visit. The manager or shift lead will further instruct the agent how to proceed. If the visitor does not have a scheduled visit, the manager or shift lead may instruct the agent in the vestibule to inform the visitor that they must first arrange a meeting with a manager and that we will not accept a walk in meeting. If the visitor is expected the agent in the vestibule will instruct the visitor to enter and wait for the manager or shift lead in the partitioned waiting area after the ID check is completed. First the agent confirms the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using a device. Using the device, the agent can scan the ID's barcode with the device's camera to confirm its authenticity and that the birthdate confirms the individual is 21 or older. The

agent will then use a black-light flashlight to check for other authenticity markers, if needed. Once the ID is confirmed to be authentic and they are of legal age, they will be directed through the entrance door to be greeted by a manager or shift lead. The visitor will be presented with a visitor badge and informed that it must be worn at all times during their visit. Prior to entering the limited access area, the visitor will be asked to fill out their information on a visitor log sheet. They will print their name, sign, record check-in time, reason for visiting, company info, date, and list the number of their visitor badge that is given to them. The visitor's ID badge will be required for the duration of their visit and must be clearly visible at all times. Once the patron is ready to exit, they will be escorted back to the visitor checkpoint at the front of the facility, they will record their checkout time on the visitor log sheet, return their visitor badge, and then they will exit the premises. \*If the ID is not authentic or does not belong to the individual who presented it, our agent will ask the individual to leave.

**Delivery Visitor:** Each day, our establishment will have a list of incoming deliveries for the day. We will also have the manifests of the incoming orders printed and ready for the arrival of the delivery. The marijuana agent making the delivery will enter through the front vestibule of our establishment and will check-in at the ID checkpoint. They will check-in similar to the procedure listed above. The agent in the vestibule will contact a manager or shift lead to confirm the delivery is expected. The delivery driver must have a manifest with them and our manager, shift lead, or inventory agent must confirm we have received a manifest prior to the arrival of the delivery. If the driver does not meet all of this criteria they may be turned away. The agent will then confirm the picture on the ID matches the individual that presents the ID. Then, the agent will confirm the ID is authentic by using a device. Using the device, the agent can scan the ID's barcode with the device's camera to confirm its authenticity and that the birthdate confirms the individual is 21 or older. The agent will then use a black-light flashlight to check for other authenticity markers, if needed. Once their ID is confirmed to be authentic and they are of legal age they will be directed through the entrance door and in to the partitioned waiting area to be greeted by a manager. The manager will ask the delivery visitor to display their marijuana agent registration card. Once the card is confirmed to be authentic and belong to the visiting driver the manager will present the visiting driver with a visitor badge and inform them that it must be worn at all times during the delivery process. Prior to accompaniment to the *limited-access area* where we will check in the delivery with the previously printed manifest, the visiting driver will be asked to sign in on the visitor log sheet. They will print their name, sign, record check-in time, reason for visiting, company info, date, and list the number of their visitor badge that is given to them. The visitor's ID badge will be required for the duration of their visit and must be clearly visible at all times. Once the delivering agent is ready to exit, they will be escorted back to the visitor checkpoint at the front of the facility, they will record their checkout time on the visitor log sheet, return their visitor badge, and then they will exit the premises.

\*If the ID is not authentic or does not belong to the individual who presented it, our agent will ask the individual to leave.

**Employees:** Prior to entering the facility for their shift employees will need to be checked in by a manager or shift lead and handed their access keys (if any) & registered agent badge. The agent stationed at the door will contact a manager or shift lead to inform them of the employee's arrival. The employee will wait outside of the limited access area for a manager or shift lead to bring them their badge and keys. The employee must be given their badge before they enter the limited access area. Employees will be expected to check out with a manager or shift lead at the end of their shift and hand in their access keys & agent badge. These items will be stored for them until they return for their next shift. The ID checkpoint agent will have a schedule of all employees for the day and will be responsible for letting the manager or shift lead know as staff arrive for their scheduled shift.. \*All employees will be instructed to first inform a manager or shift lead if they intend to visit during times that they have not been scheduled prior to visiting and intend to enter a limited access area. Employees are welcome to visit unannounced as customers.

**Limited Access Areas:** Outside of the customer accessible show floor, all other areas of the establishment will be considered a limited-access area and only marijuana agents wearing their badge or visitors that have signed in and received a visitors badge and are accompanied by one of our agents are permitted in this area. \*Off duty agents must follow visitor check in procedures when visiting the establishment outside of their scheduled hours.

**Loitering Prevention:** Our ID checkpoint will be occupied by one of our marijuana agents at all times during our operating hours. The agent will be instructed and trained to inform a manager or shift lead if they suspect any suspicious, illegal, or inappropriate activity going on around our premises. In this event a manager or shift lead will be trained to inspect the situation and ask these individuals to exit the property. If the individuals refuse they will be informed that the authorities will be called and our marijuana agent will contact local authorities.

**Waste Disposal:** We will enforce the following procedures to store, secure, and manage our cannabis related waste.

- In the breakroom a sink that can be utilize for straining any solutions used in the disposal process. The majority of the process can be completed within the inventory room, with quick trips to the sink if required. A bucket can also be used in place of the sink so only one trip need to be made that the conclusion of the disposal process.
- Whenever we have cannabis related product that needs to be disposed of, we will bring the product from the designated cabinet in

the secured inventory room to the disposal area. The product will be weighed and the weight will be recorded. This will also take place while being video recorded with two agents present; both agents will be trained inventory agents.

- The weight of the cannabis will be recorded with two of our marijuana agents present. The product will then be ground up, sprayed with Seventh Generation Chlorine Free Bleach or General Bleach and/or isopropyl alcohol and/or mixed with coffee grounds or other organic composted materials, and then placed into a container used only to store cannabis related waste (like a heavy duty trash bag) – this container will be stored in the inventory room and the contents will be transferred to a locked trash bin on site to be picked up by a licensed waste removal provider. Concentrates will be mixed with the Seventh Generation Chlorine Free Bleach and/or isopropyl alcohol and then disposed of. Edibles will be ground up and sprayed with Seventh Generation Chlorine Free Bleach and/or isopropyl alcohol and/or mixed with coffee grounds or other organic composted materials and then disposed of. Cartridges will be smashed or destroyed & placed between 2 pieces of cardboard & disposed of. Liquids will be poured down the drain of the sink in the disposal area and the packaging will be disposed of.
  - Above when product is referenced to be disposed of after it is rendered unusable, the unusable product will be disposed of into a trash bag or bin that will be stored in the inventory room prior to being transferred to an onsite locked trash bin to be picked up by a licensed waste disposal provider.
- A disposal report will be filed in the back office along with all cannabis waste disposal reports to be maintained for at least three years.
- Any packaging that the product may have been placed in will be dipped in Seventh Generation Chlorine Free Bleach and/or isopropyl alcohol to neutralize any remaining cannabis material and then placed in a recycling bin/trash bin.
- Marijuana product that has been rendered unusable will be stored in a container used only to hold marijuana product that has been rendered unusable and will be stored in the inventory room prior to being transferred to a locked trash bin on site, which will be picked up by a licensed waste disposal provider.
- No cannabis related material that is not sold or otherwise properly transferred out of our facility by a licensed marijuana entity will exit our facility unless it has passed through our waste disposal process and has been rendered unusable.

*Please see product disposal procedure for further information.*

**Secured Entrances:** We have multiple means of entry & exit on the premises – an entrance & exit at the front of the facility and a side entrance for staff & authorized visitor on the side of the building. Each door is equipped with a security alarm that will trigger if opened/tampered with while the system is armed. The front and side doors have a commercial lock that only our administrators have a key to.

**Secured Inventory Storage & Procedure:** Our inventory is organized in our inventory vault, which is a limited-access area. The inventory will be within a locked room so it can be secured and only accessed by authorized agents on duty. The room will be locked at all times and will only be unlocked to facilitate incoming product, for nightly storage of product that is being removed from the show floor, or to fulfill product stock on the show floor/a customer's order.

**Continued:** Inventory on the show-floor will have the ability to be quickly locked away. All display cases can be locked for additional security during operating hours. Any product outside of a display case, storage receptacle, or storage room will be able to be quickly deposited into one of the secure areas and locked away if ever needed.

**Continued:** At the end of the night, all cannabis product will be taken off the show floor and placed in the inventory vault and locked away. Most of the product displayed on the show floor will be empty packaging with no real cannabis product inside of it. Only packages that contain cannabis product will be removed and stored in the inventory vault.

**Continued:** At opening, product will be brought from the inventory vault and placed on the show floor in either the display cases or on the shelves – IF ANY. Throughout the day the inventory agents will be responsible for replenishing the inventory levels on the show floor – IF ANY.

**Robbery:** In the event of a robbery, the staff is instructed to comply with the demands to ensure the safety of the staff, customers, and bystanders. Once the party has left that has committed the robbery, the manager on staff is instructed to alert local authorities and the Marijuana Establishment administrator(s). An incident report will be created, an investigation into the event will take place, and the CCC will be notified.

There are hold-up buttons by every register, in the back office, in the inventory room, and at the front entrance checkpoint that alert local authorities of an emergency situation at the establishment. Employees are trained to trigger this switch in emergency situations where they are unable to call for help if it is safe to do so. Any false alarm triggered by our employees will be investigated internally to determine the circumstance of the false alarm. If we find carelessness or other unfavorable motives related to the trigger, the employee will be subject to termination.

**Drop Safe/Till Balance:** Each till will start the day with \$190 in cash and will end the day with \$190 in cash. Throughout the day, drops will be made from the cash register drawer when the value becomes too high. The manager or shift lead will take the cash to the main office where they will create a report on a bank envelope, place the cash in the envelope, and deposit the envelope into the operations safe to be included with the drawer when the drawer is ended at the end of the shift.

**Secured Locks:** At no time shall any equipment, such as a safe, file cabinet, inventory room, or security room door, be left unlocked and unattended. All locks may only be left unlocked while the agent who unlocked the door is present. Once the reason for unlocking the specific lock is complete the lock is to be relocked immediately. If there is ever an issue with the capability of a lock it must be replaced immediately.

**Key Return Policy:** At the end of each employee's shift, the employee is instructed to check out with a manager or shift lead and leave their access keys & ID badge upon exiting the facility. The manager or shift lead will store the keys in a locked key box and hang the ID badge in the back office. All keys will be locked within the back office each night.

**Continued Key Return Policy:** Managers and shift leads that have opening or closing duties will be allowed to take home keys. All other employees will be required to leave their keys at the facility when they are not working a scheduled shift. The employee will be given keys by a manager or shift lead when they arrive for their shifts.

\*No keys shall be left in a lock at any time. No keys shall be left out in the open at any time. All keys should remain on the agent's person unless it is placed in a secure location that only the agent has access to, or other agents will the same authorizations, and that can be locked away. Disciplinary actions will occur in the event of lost or misplaced keys.

\*No codes shall be shared at any time with any other personnel, including other agents. Disciplinary actions will occur in the event of shared security codes.

**Transaction Record Errors/ Diversion:** If funds are found missing during an end of day deposit or if inventory is discovered to be missing at any time – an investigation will be initiated by authorized agents utilizing the store's camera systems and POS to determine where the error or theft occurred. If product is found to be missing a full inventory audit will occur to identify what was lost and help to narrow the time frame of when the product was in the store. Security footage will also be reviewed for that particular time frame to find the event of product theft. An incident report will be filed and the CCC will be notified.

**Opening Procedure:** The alarm system will be disarmed by a code entered by the authorized agent opening the facility. Agents will obtain their ID badge and access keys when they arrive for their shift and check in with their manager or shift lead on

duty. All employees will use the wall time machine to clock-in. Agents will then prepare the show floor for opening and sales.

Closing Procedure: Cannabis product on the show floor will be transferred to the inventory vault each night. Once all product has been moved off the show floor the inventory vault will be locked. The security system will be armed and all points on entry will be securely locked. Some exterior lighting will remain on to illuminate the premises.

### **Emergency Procedures:**

Fire: In the case of a fire, there are two exits – one at the front and one at the side of the building. A facility map is posted in the hallway outside of the employee break room and employees will be informed of the protocol upon hiring. Employees will be instructed to vacate the premises immediately upon discovery of fire. If a fire is manageable by an on-site extinguisher, an employee will be able to attempt to extinguish the fire and employees will still need to evacuate. During both circumstances, once the employees are in a safe space outside of the facility, they are to contact local authorities and the Marijuana Establishment's head administrator(s), if not present. The security system will have already contacted local authorities; however, our employees will be instructed to make a manual call themselves for safe measure.

Weather Emergency: During a weather-related emergency our policy is to follow the instruction of local officials in regard to weather emergencies. The Accuweather App is on the office desktop, this can be used to track advisory's and weather-related data. Employees are instructed to stay inside the facility until local officials advise that conditions have become more favorable. If employees choose to leave or act otherwise, it will be at their own risk. We understand some employees may have obligations to take care of in emergency situations, we understand and respect that and will allow them to do as they so wish, even if it is against what is advised. Managers or shift leads will be instructed to keep administrators of the establishment informed as is possible.

Miscellaneous Emergency: In the event of all other types of emergencies which may be, but is not limited to; a pipe burst, flooding, CO2, gas leak, mold, chemical spill, structural failure, or any other emergency that warrants immediate action, business at the establishment will shut down and employees will be instructed to vacate the premises, so long as it is safe to do so. Administration will be notified immediately. If it is not safe for employee to leave, administrators, local officials, or emergency responders will advise employees on next steps. No employees will be detained, but they may be asked to stay for the best interest of their safety. These situations will be handled on a case-by-case basis. In most circumstances, employees will be instructed to go home and the business will remain closed until the emergency situation is resolved. In any event, once the situation is under control and it is safe to do so, a report will be created and the CCC will be informed.

In the event of emergency relating to diversion, theft, or loss; all product will be moved to the back office area (limited-access area) into the secure product storage room where it can be secured to be reviewed by an authorized agent. With the entire product secured, we can review security footage to identify the cause of the loss. At this time, a full inventory audit will occur to identify what may be missing.

### **Customer Service Policy:**

It is one of our overall goals to give our customers a great experience while they visit our establishment. Our intention during training is to hire and develop employees that understand this goal and how to best achieve it.

Complaint Protocol: If we receive a complaint from a customer, we will initiate an internal review. The review will entail visiting with staff that was on duty during the time of the complaint. After hearing from staff - management and administration will check other references that may bring more information to light (security cameras, other customers, etc). With all the information in management and administration's hands, a determination will be made in regards to the employee that is subject of the complaint.

*Please see our Security Plan for further information relating to criteria set forth in 935 CMR 500.10.*

### **Hours of Operation**

Monday – Saturday: 9am – 9pm  
Sunday: 9am – 7pm

#### After Hours Contact:

Michael Gwynn, Manager  
Cell: (978) 376-5672  
Email: mikegwynn25@gmail.com

### **Storage of Marijuana**

Storage Areas:

At all times, our cannabis products will be stored in one of the following areas in our establishment. All areas are within a controlled environment where the conditions are being kept at specific levels.

1. Inventory Vault – this is a lockable room, which serves as our primary storage area for cannabis products.

- a. Inside of the room are several racks with labeled bins on the racks. Product will be organized in these bins. These are open bins, not closed and sealed. Packaged product will be placed in them.
  - b. Also inside the room is a separate cabinet for unsellable product. Damaged product, compromised product, outdated product, product being destroyed, or in any way unsellable according to 935 CMR, will be placed in this cabinet to be returned or destroyed according to our waste and disposal procedures.
  - c. There will be a bin dedicated to cannabis product that has been rendered unusable. All products that have been rendered unusable will be stored in this bin. The contents of this bin will be transferred to an on site locked trash bin to be picked up by a licensed waste disposal provider.
2. Show Floor – The showroom is designed with a perimeter of display cases separating the customer from our marijuana agents as well as display cases mounted on the walls. All of the display cases are lockable.
  3. Reception/Fulfillment Area – Is used for receiving inventory & preparing & fulfilling deliveries for customer or vendors.

Upkeep: The areas where cannabis products are kept are maintained on a daily basis to ensure that we are meeting sanitation protocols and limiting the likelihood of any type of infestation of pests.

Monitoring: Security cameras capture all activity in areas where cannabis products are being stored.

When product is being received and checked prior to stocking, this process is video recorded and manifests are kept detailing the reception of the product. The marijuana agent that was in receipt and conducted the review signs the manifest.

*Please see our Storage of Marijuana Plan for more detailed information on our storage protocol.*

## **Product Variation**

We will carry the following types of cannabis products. Product types will be added to this list over time as new products and product types are made available in the market.

**Flower** – Dried buds of the cannabis plant.

**Concentrates** – Solvent based product that is a result of an extraction process of cannabis buds and other plant materials.

**Vape Cartridges** – Concentrates of various solvent types filled into cartridges that can be used with vaporizer pens.

**Edibles** – Edible products that have been infused with THC or CBD. The most common forms of edibles will be brownies, cookies, soft drinks, and hard/soft candies, chocolates, caramels, etc.

**Topicals** – These are lotions that are usually CBD dominant that can be used to apply to sore muscles for quick and natural relief.

All products will be pre-packaged, tested, and labeled before our reception by the cultivator or product manufacturer licensee that we acquire the product from.

## **Record Keeping**

All physical documents are kept in a secured and locked file cabinet in the back office. Only authorized agents have access to this file cabinet. A running list of agent's authorizations is also kept in the back office.

Filing Procedure: Documents relating to:

- Waste disposal
- Inventory (delivery manifests, confirmation of delivery receipt reports, audits, and destruction/disposal reports)
- Completed visitor log sheets
- Daily sales reports
- Deposit reports relating to cash pick-ups
- Deposit reports relating to any other kind of deposits

All of the items listed above, as well as, any other documentation relating to operations on the premises shall be filed away in the secure and locked file cabinet in the back office by authorized agents. Real time inventory will be accessible through our POS system and our most recent inventory audits.

*\*No files shall be disposed of by agents, unless they are an authorized agent and the file is deemed unnecessary to maintain pursuant to the requirements in 935 CMR 500, the authorized agent may shred the document on site.*

Digital Real Time Inventory: Inventory numbers will be reflected in real-time by our POS system and reports will be printed and filed weekly relating to inventory counts and monthly relating to inventory audits. Our POS system will also differentiate products in our inventory that are sellable and products that are unsellable.

Hard Drive Storage: When hard drives near capacity their data will be exported to external hard drives and stored in a secured and locked safe or cabinet in the back office. If a hard drive is removed from a device it will also be stored in a secured and locked safe or file cabinet. All hard drives will be erased before disposal.

Nightly Audit: We will perform an inventory audit at the end of each evening to compare our digital record with our physical inventory. A report of the findings will be emailed to the General Manager so there is a record and note of any findings in the audit or any inventory related messages to pass on from that day.

**Weekly Inventory Reports:** At the end of each week, we will create a weekly inventory audit report that compiles all of the nightly audit reports into a report for the entire week. The report will include any items that were lost as well as any adjustments that were made – the report may also include that investigations are currently ongoing into a missing item or inventory record discrepancy, it may also include details regarding a completed investigation including the investigations findings and the resulting actions taken.

**Continued:** In the event of any discrepancies relating to lost product, an internal investigation will be initiated to locate the potential accounting error or loss of product.

**Monthly/Yearly Audits:** We will conduct our nightly inventory counts and weekly audit reports throughout the year and once a month will issue a monthly inventory audit report that will show a summary of findings, the date of the audit, name of the person who prepared the report. The report will be filed away in the secure file cabinet.

\*All audit reports relating to inventory will be filed according to the filing procedure detailed above.

### **Further Recording Keeping**

All physical and digital records are kept on site in one of two areas.

1. Locked and secured file cabinet with multiple folders allowing the establishment to categorize documents and allow for ease in locating specific documentation when needed.
2. Locked and secured safe for sensitive materials and hard drives from POS software and another other computers at the establishment that handle sensitive information relating to the establishment, its administrators, agents, or customers.

**Operating Policies/Procedures:** Our operating policies/procedures are made available in the break room and in the back office. Both will be placed in an easy to access area and all agents are informed of their location so they can refer to the operating procedures if they ever have an inquiry as to how a specific circumstance is to be handled. The operating procedure also has contact information for an administrator that can be reached at any time if a specific question must be answered immediately.

**Inventory Records:** Records relating to delivery receptions, inventory audits, or any other documentation relating to our inventory are filed away in the secured and

locked file cabinet in the back office. The records will be available upon request at the establishment.

**Personnel Records:** Personnel of the establishment each have a file made in their name. All documents relevant to the employee and their employment will be stored within their folder. The employee file will be kept for at least one calendar year after their employment is terminated at our establishment.

**Business Records/Files/Documents:**

- Licenses and permits will be presented according to regulation and, depending on the specific document, may be presented on the wall of the establishment in clear view of the public.
- In the secured and locked file cabinet in the back office, there is a business document section for all of the establishment's personal documents relating to its license and any state or local permits.

**Waste Disposal Records:** In the secured and locked file cabinet, there is a file for waste disposal records categorized by month and saved per year. The record will display information on the waste disposal, the time and date, the contents and weight, and a signature of two marijuana agents that were present during the weighing of the waste. There is a record of when the waste was disposed of and a signature of the agent who conducted the disposal.

## **Quality Control**

Upon reception of a delivery of product, our marijuana agent compares the delivered product with the manifest received from the marijuana establishment the product came from. The product is inspected and weighed by our marijuana agent to make sure there is accuracy between what is detailed on the manifest and the content of the order that we physically received. During this inspection, our marijuana agent also inspects the packaging of each product to ensure it is adhering to the label requirements and testing requirements in 935 CMR 500.160. Also, the agent checks to make sure the packaging has not been breached or tampered with and that the product has not expired. Any product that does not adhere to the criteria will be returned to the driver to then be returned to the marijuana establishment it came from. This procedure is to ensure all the product we are receiving is up to code and able to be sold.

During our nightly inventory audit, our marijuana agents pay attention to the dates on each package to make sure that the product is not out of date and that the package has not been breached or tampered with. If the product is out of date, it is moved to a secured cabinet within our inventory vault to ensure that it will be destroyed and disposed of according to our waste disposal protocol.

Our facility is cleaned on a daily basis to sterilize all surface areas that receive regular contact. All areas where cannabis products are stored will also receive up keep on a daily basis to ensure a clean and unobstructed storage area as well as to mitigate the likelihood of a pest related issue.

### **Pest Control**

In the event of any pest issues that are unmanageable by over the counter products, we will immediately contact Minute Man Pest Control Co, a local pest control service provider, who is nearby and will be able to quickly assist with any pest related issues we encounter.

### **Testing**

NO product will be available for sale at our location that arrives at our facility without a testing result label on its packaging. The product will be returned to the delivery driver and then returned back to the marijuana establishment that it came from.

NO product that does not comply with the standards required under 935 CMR 500.160 will be available for sale at our location. The product will be returned to the delivery driver and then returned back to the marijuana establishment that it came from.

### **Sanitation**

Employee Sanitation Requirements:

- Maintain adequate personal cleanliness
- 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
- After using the bathroom, hands are required to be washed similar to food prepping facilities

Workplace Sanitation/Cleanliness:

- Proper organization of establishment to offer sufficient space for placement of equipment and storage of materials necessary for the maintenance of sanitary operations
- Litter and waste will be removed on a daily basis to minimize the development of odor
- Walls, floors, and ceilings shall be cleaned regularly to maintain a clean professional workplace
- There is safety lighting throughout the facility that will turn on in the event of a power outage that will allow for ample lighting in the establishment

- All contact surfaces will be cleaned on a daily basis including shelving, display cases, all door handles, all desks, scales, and other surfaces that experience regular contact will be cleaned on a daily basis to maintain a clean and sanitized workplace
- All toxic items shall be identified and stored in a specific trash receptacle used only for toxic items
- There is one bathroom on site that maintains proper plumbing and access to water and it will be cleaned regularly to maintain sanitation
- The marijuana establishment has a controlled environment to allow for the best storage conditions for our inventory – product that requires more specific conditions (like refrigeration) will be stored accordingly to best maintain the products. Additional equipment will be brought in to combat excess humidity or dry conditions if needed.

### **Staffing Plan & Records**

At any time we must have the following staff to operate the store.

- One agent at the entry checkpoint to verify IDs
- One agent to work the cash register
- One inventory agent
- One manager (can also be one of the other 3 agents above)

It is our goal to staff the store with the following staff to allow for an efficient and safe work flow during normal traffic conditions.

- One agent to secure the entry checkpoint and verify IDs
- One agent to work the show floor and a second to run orders
- Two cashiers
- One inventory agent
- One shift lead

Additional agents will be scheduled to assist in times of high traffic. Example of times of high traffic will be Fridays after 5 PM, and weekends during the day and night. But, at all times, the establishment will have a minimum of three agents on duty.

Employment will be full-time and part-time.

### **Personnel Records**

Each employee, upon hiring, will have an employee file opened. The employee file will serve as an organizational tool for our establishment to store specific information and documentation relating to the employee to satisfy the requirements laid out in 935 CMR 500.105(9)(d).

## **Workplace Policies**

The following activities will be prohibited on our premises (this includes the parking lot):

- Smoking or vaping of cannabis
- Drinking alcohol
- Possession of any drugs that are not prescribed by a doctor or available over the counter
- Being under the influence of drugs or alcohol
- Discrimination of any kind

**Fake/Counterfeit Identification:** If a patron's identification is found to be fake, counterfeit, or not belonging to the individual who presented it, our agents will be instructed to ask the patron to leave. If the patron refuses to leave they will be informed that local law enforcement is being called. We cannot detain the patron. We will offer our security footage to law enforcement if they wish to investigate the occurrences.

### Actions resulting in immediate dismissal of marijuana agents:

- Failure to check or properly verify an ID at any time when it is required relating to the procedures we have laid forth in training.
- Sharing of information relating to security protocols or other sensitive information relating to procedures for the movement of product or cash that could put the business, workplace, employees, and its patrons at risk.
- Failure to wear registered agent ID while on duty at the establishment.
- Failure to check in and wear guest badge while visiting (outside of scheduled hours) and entering limited access areas.
- Being unaccompanied while visiting and in a limited access area. (Example, unaccompanied in the back office with no other on duty agents present)
- Failure to accompany a visitor while they are in our limited access area.
- Diversion of cannabis products.
- Engaging in any actions deemed unsafe with regards to the operation.
- Been convicted or entered a guilty plea, plea nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in any jurisdiction.
- Theft of any kind.

In the event any of our registered agents are suspected to be guilty of any of the previously listed reasons for dismissal, the agent will be immediately suspended without pay while we investigate the suspected actions to determine if the suspicion can be verified. If the suspicion can be verified, the agent will be terminated from our employment, the CCC will be informed, and local law enforcement will be informed depending on the nature of the reason for dismissal.

## **Handling & Storage of Confidential Information**

All confidential information is stored in a secure and locked file cabinet that only administrators have access to.

Employee files, which may contain confidential information, will be stored in a secured and locked file cabinet.

If an employee obtains a document they believe to be confidential information, they are instructed to pass the document off to an authorized agent to be immediately placed in the secure file cabinet. If an authorized agent is not available, the document is to be placed in the back office drop safe.

Once information is no longer needed, it will be shredded on site and then disposed of. Records will be kept for the duration of what is required by the regulations set forth throughout 935 CMR 500 and may be kept longer for reasons relating to our establishment's best interest.

## **Information on Board Members**

Until our website is up and operational and a tab can be created to allow patrons to request information relating to the board members of the establishment, our employees will be instructed to offer information for the members of the board via computer printout.

## **Cash Handling**

**Till Balance/Drop Safe:** Each till will have a cash balance level of \$190. The till will begin and end the day at \$190 in cash. Throughout the day a cashier & manager will balance a till that has received a large amount of cash transactions and remove cash from the till to lower the till's value. Our agents will be instructed to pay attention to the cash level of their till. For instance, if they receive several large transactions consecutively, the agent should inform a manager and have the till balance lowered after their next transaction. The manager or shift lead will write the cash total on the outside of a deposit envelope along with the registers ID, sign their name, and write the time of the deposit. The bank envelope with the cash contents inside will then be placed in the wall safe.

**Transfer from Drop Safe to Primary Safe:** The next morning the manager will remove the cash deposits from the previous night, count the contents to confirm it matches the daily totals from the previous day, and then deposit the money into the main safe..

Cash Storage Locations: At any time, cash will be located within one of four places; the cash register tills, the back office drop safe, or the operations safe, or the main safe.

Deposit Method & Frequency: All of our deposits will be made via a licensed and certified currency transportation company and delivered to a GFA bank branch for deposit. We are currently working with Plymouth Armor who is an armored carrier provider that has been approved by our bank. We schedule pick-ups at randomized times,

### **Preventing Sale of Product to Minors**

The following protocols are implemented to prevent the access of cannabis products to any person under the age of 21.

- Clear signage at the immediate point of entry indicating all who enter must be 21 or older and must present a valid form of ID.
- Immediate ID check upon entry.
- Secondary ID check at the point of transaction to ensure the patron is 21 or older.
- Perimeter cameras showing all vantage points outside of our facility that will be monitored at all times during operational hours by our marijuana agent at the front entry checkpoint. They will have a monitor to view, which will show camera angles outside of the establishment. The agents will be trained to take notice of any suspicious activity occurring on the premises.
- During training, it will be made a point of emphasis that restricting the access of cannabis product to minors is a focus of our daily activities. Our agents will be instructed to always be looking for signs of this taking place.
- In the event that one of our agents is made aware of a situation where the sale of cannabis to minors is occurring, they will be instructed to share this information with administration. In the event that one of our agents is found to have had knowledge of this crime and did not inform administration – the agent will be suspended without pay and an investigation will be conducted to verify the suspicion. In the event the suspicion is verified, the agent will be terminated and the CCC will be notified. If necessary relating to the circumstances and the nature of the actions that lead to the termination, local law enforcement will be informed.

### **Energy Efficiency and Conservation Procedures**

1. High efficiency interior lighting
2. Lighting will only be utilized when necessary.
3. We are currently pursuing energy efficiency in our retail operation by leveraging the Mass Save incentive programs and working with local

distributors to continually have the most efficient delivery methods in Southbridge area.

Contact Manager Michael Gwynn @ (978) 376-5672 at anytime with questions relating to any of the above.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Maintenance of Financial Records

Financial records will be kept in three separate areas:

1. Internal and External hard drives stored on site. All hard drives will be secured within the back office.
2. Third-party Human Resources Partner - in relation to payroll and other financial documents. Duplicates of these records may also be held on site and may be stored on a hard drive that is on site.
3. All printed financial documents will be kept in an appropriate file in the back office's secured file cabinet.

Recorded Business Documents:

*The following documents will be recorded and available upon request from our establishment.*

1. All Assets & Liabilities
2. Monetary Transaction Ledgers
3. Books of Account, including but not limited to; ledgers, journals, supporting documents, agreements, checks, invoices, vouchers, etc
4. Sales records, including quantity sold, form, and cost
5. Salary and/or wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with our establishment

Additional Protocols:

1. No software or methods will be utilized to manipulate sales data or any date on our POS software.

2. Our POS provider is SOC 1 & SOC 2 compliant which certifies their ability to securely manage and monitor our POS data to ensure no manipulation or corruption is occurring.
3. **CMR 500.140(6)(d)** *"A retailer 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. A Marijuana Retailer shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If a retailer 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:*
  - a. It shall immediately disclose the information to the Commission*
  - b. It shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data*
  - c. Take such other action directed by the Commission to comply with 935 CMR 500.105"*

We will conduct randomly scheduled monthly audits on all sales equipment and related data systems (including Green Bits POS) to verify compliance with CMR 500.140(6)(c). This audit will be a multiple point check to ensure that the system is calibrated correctly for best performance and that all equipment used in relation to the POS system are working properly. Test sales will be rung into the system to ensure the system is reporting and calculating the transaction properly. These audit results will be maintained in both digital and physical copies, both of which will be made available to the Commission upon request. In the event that an audit finds sales equipment or sales data has been manipulated we will immediately disclose this information to the Commission, will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data, and will take such other action as directed by the Commission to fully comply with 935 CMR 500.105

4. **CMR 500.140(6)(c)** *"A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data"* - We have retained Green Bits for point-of-sale software and hardware services. Green Bits is a validated software provider on the Metrc integrator list. Green Bits has received training and instructions for compliant handling of sales data. Green Bits has signed the Massachusetts API user agreement and demonstrated their ability to perform the functions specified in the following API areas:

*Packages, Sales Admin, Rooms, Strains, Items*

We will ensure sales data is safe from manipulation by controlling access to our POS software and hardware through the use of robust system-based permissions that ensures only compliant sales are reported to Metrc on a daily basis. We will also conduct monthly audits on all sales equipment and related data systems, including POS, which is mentioned above.

5. Relating to all product sold that warrants a tax, such data will be preserved and maintained in permanent books of account or records (digital or hard copy) to establish the amount of gross income, deductions, credits or other matters required to be shown by such person in any return of such tax or information. All data will be stored according to and in compliance with 830 CMR 62C.25.1.
6. Our POS system will be capable of storing all sales data for the period required by Massachusetts tax code. Data can also be exported from the POS onto external hard drives to ensure storage of all sales data for the amount of time required by Massachusetts law.
7. POS system records **all** transactions in a manner that will allow for verification of what was sold and whether the appropriate amount of tax was collected.
  - a. If at any point one of our agents notices a discrepancy in the totals the POS system calculates when ringing up a transaction, the agent will be instructed to inform a manager so the station can be shut down and the before mentioned audit procedure can be conducted on the POS terminal to ensure it is working properly prior to using the station again. If the audit results in discovery that the system is not working properly we will suspend sales until we are able to individually audit each POS station and ensure each are running properly. If none of the stations are working properly, the store may need to be closed until the problem is resolved. The store may remain open as long as one of the POS stations is able to pass the audit and continue operating. A report will be created and filed to be available upon request from the CCC. If the audit found an issue in the reporting ability or overall functionality of the POS system that could have effected the collection of data and accurate collection of data, the CCC will be notified.
  - b. Our establishment will comply with any further investigation initiated by the CCC in response to the report of an error with our POS system and/or equipment.
8. Our POS system will allow for the ability to separate marijuana sales from non-marijuana sales so that the proper tax amount can be charged and received.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## **Qualifications & Agent Training**

### **Hiring Procedure:**

Applicants will be interviewed by administrators to determine competency, knowledge, experience, and ability to perform the jobs tasks. If the applicant shows that they can be an asset to our team, they may be awarded the position.

A background check will be conducted on the applicant to determine if they fit all the criteria set forth by the CCC to be a registered Marijuana Agent. This will include a CORI background check. If they meet all the criteria, we will gather their information and all materials required by the CCC (935 CMR 500.030) to submit an application for the new employee to receive the agent registration. We will cover all costs relating to background checks and marijuana agent registration. All background check results will be kept in the employee's file.

### **Roles & Qualifications:**

**Floor Agent:** We will have up to three floor agents on the sales floor at a time. The floor agents will be responsible for ensuring the show floor is flowing properly – checking IDs in the vestibule before allowing a patron or visitor to enter, making sure everyone who enters knows where to go, assist customer with the ordering process, answer general questions, manage queues, making sure customers are exiting through the correct door, and various other general tasks as it relates to the sales floor & upkeep of the establishment.

#### **Qualifications:**

- 21 years of age or older.
- Willingness to participate in background screening to become a Registered Agent.
- Must be outgoing and possess great customer relations skills.
- Ability to work as a team in a fast-paced environment.
- Ability to stand for long periods of time.
- Ability to be knowledgeable and articulate a large array of products.
- Ability to communicate customer needs to Budtenders or Managers.
- Basic math and computer skills.

- Willingness to follow instruction and adhere to strict protocol.
- Detail oriented and motivated to go the extra mile to help a guest leave happy.

**Budtender/Cashier:** The cash register agents will be stationed behind the floor display cases at registers. They will be responsible for checking customers IDs prior to entering the transaction into the system, answering any questions the customers may have, and processing the transaction.

Qualifications:

- 21 years of age or older.
- Willingness to participate in background screening to become a Registered Agent.
- Customer service or cashier experience.
- Attention to detail and high level of accuracy.
- Basic math & computer skills.
- Ability to stand for long periods of time.
- Ability to work in a fast-paced, high energy environment.
- Ability to work within a team to provide excellent customer service.
- Have a communicative and empathetic approach to customer complaints.
- Willingness to follow instruction and adhere to strict protocol.
- Ability to learn and inform customers about wide range of products.

**Inventory Manager:** The inventory manager's job will be to organize and maintain the inventory room/vault. The manager will also be responsible for conducting the check-in procedure of deliveries to the establishment and will oversee other agents as it pertains to inventory management.

Qualifications:

- 21 years of age or older.
- Willingness to participate in background screening to become a Registered Agent.
- Ability to follow strict operational procedures.
- Experience in inventory control.
- Strong attention to detail and ability to analyze data.
- Problem solving skills and outstanding organization.
- Experience in a managerial role.
- Exemplary leadership skills.
- Willingness to work extended hours.

**Inventory Assistants:** Inventory assistants will be trained to assist the inventory manager with their job tasks by performing day-to-day maintenance of the secured

storage area(s) so that the inventory manager can take on more administrative duties.

**Qualifications:**

- 21 years of age or older.
- Willingness to participate in background screening to become a Registered Agent.
- Understanding of the importance in following procedure.
- Capacity for basic math and counting.
- Strong attention to detail and knack for organization.
- Willingness to work extended hours.
- Historically reliable.
- Ability to follow direction and work in a team-based atmosphere.
- Desire to grow in a role and take on new tasks.

**Shift Lead** There will be one shift lead on duty at all times. The shift lead will be cross-trained relating to all other position's responsibilities so that they can ensure that all jobs are being performed properly according to our operational procedures. The shift lead will be responsible for ensuring the processes of the establishment are all functioning properly. The shift lead will be responsible for balancing the cash drawers and depositing the balanced funds into the drop safe. The shift lead will also be responsible for depositing the funds at the end of the night if the general manager is absent, as well as, oversee the opening and closing procedures.

**Qualifications:**

- 21 years of age or older.
- Willingness to participate in background screening to become a Registered Agent.
- Experience in a leadership role, delegating tasks and holding employees accountable for completion.
- Experience with cash handling procedures.
- Strong interpersonal skills and enjoys working with people.
- Ability to make quick decisions based on company policies.
- Enjoys problem solving and working with a group towards a common goal.
- Propensity to thrive in fast paced retail environment.
- Ability to master extensive menu and train team on new and existing products.

**Training:**

All applicants will go through several hours of training to learn the protocols of the establishment & their position. This will relate to security procedures, emergency procedures, inventory protocol, sales protocol, customer service policies, open/closing procedures, and the entirety of our written operating procedures. They will also receive position specific training.

Once the applicant is able to complete the training regiment, they will be added to our bi-weekly schedule and will begin work once they have acquired their agent registration.

## **Responsible Vendor Training & Misc Training**

All employees will be required to complete responsible vendor training prior to commencing work with handling or sale of marijuana & within 90 days of becoming a registered agent of the establishment. Throughout the year all employees who handle marijuana products **will be required to receive 8 hours of ongoing training. Responsible vendor training will count towards this 8 hour allotment.**

One year after the completion of the training, all employees working at the establishment will be required to renew their training and receive a total of at least 8 hours of ongoing training.

Documents relating to the completion of responsible vendor training or in house training will be kept in the employees file in the file cabinets in the back office and will be available upon request. The documents will be saved for at least four years.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Energy Compliance Plan

Mellow Tiger LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- The Company has leveraged several MassSave opportunities during its build out to save costs & utilize state approved efficient equipment.
- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Consideration of energy delivery opportunities that utilize solar farms or other renewable energy producers as an alternative to more common forms of energy production as generally offered by main stream utility providers.

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



# Mellow Tiger Cannabis Co.

69 Hook St, Southbridge, MA | Est. 2023

## Facilities Quality Control & Sanitation

### Cleaning Schedule & Frequency:

Management will prepare a daily cleaning schedule and assign tasks to our agents. The agents will perform the tasks when it is appropriate to do so and will complete the task prior to the end of the day. In most cases, the task is expected to be completed prior to closing each day. The following are tasks that must be completed at least once or twice a week and more if conditions require.

- Mopping/Cleaning of all floors.
  - This will be done in sections determined by the manager who sets the schedule & frequency will change seasonally.
- Vacuuming of all rugs & carpeted areas.
- Cleaning of all glass – exterior and interior.
- Dusting/Sanitizing of all shelving. (with necessary supervision if needed in Limited Access Areas)
- Sanitizing of all touch surfaces including tablets, door handles, surfaces, menus, and etc.
- Cleaning and Sanitizing of all break room equipment.
- Cleaning of the bathroom sink, toilet, and mirrors. Sanitizing all bathroom surfaces as well.
- Ensure all utensils and tools used in weighing inventory for reception or disposal purposes are regularly cleaned & maintained.

*\*When cleaning areas where the agent who is performing the cleaning does not have authorized access, the agent that does have access to the area must be present while the cleaning is being performed. Ex. Locked product shelving, back office, and back storage vault.*

### Attestations:

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including: Maintaining adequate personal cleanliness & washing hands appropriately.

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

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

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

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

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

Water supply shall be sufficient for necessary operations.  
Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

The establishment shall provide its employees with adequate, readily accessible toilet facilities.

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

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.

The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Product Quality Control & Testing

The following steps will be taken during a products time at our establishment to ensure that products being sold at our establishment have been tested, remain in quality condition, have not been tampered with, and have not become expired or otherwise unsellable.

1. During check in when product has arrived at our establishment our inventory agent conducting the product check in will analyze each product to ensure the following:
  - a. The product is not expired.
  - b. The packaging the product is housed in is completely sealed and shows no signs of a breach.
  - c. The product bears a testing label from a licensed Massachusetts lab.
  - d. The product bears all required labeling and warnings.
    - i. "Contains THC"
    - ii. "Not Safe For Kids"
    - iii. Warning label
  - e. The product is housed in a package that is compliant with advertising requirements. The following is prohibited:
    - i. Using bright colors, defined as colors that are "neon" in appearance;
    - ii. Imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
    - iii. Featuring cartoons;
    - iv. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
    - v. Featuring symbols or celebrities that are commonly used to market products to minors;
    - vi. Featuring images of minors; and
    - vii. Featuring words that refer to pro
2. When product is being stocked, moved, audited, or at any other time when product is being interacted with, our agents will be trained to take notice of the expiration date to ensure the product has not expired as well as to analyze the packing the ensure the product has been tampered with or breached. The agent will also ensure the testing label is still on the package.
  - a. If an agent finds a product to be expired or is within packaging that has been breached, the agent will create an unsellable product report

and place the product in the unsellable product cabinet. If the agent is not authorized to access the inventory room, the agent will inform a manager of the discovery so an authorized agent can take the proper action.

3. At checkout our agent will be instructed to inspect the product before completing the transaction. Similar to the step above, the agent will be checking to ensure the product is not expired and that the packaging shows no sign of a breach of tampering. The agent will also ensure the testing label is still on the package.
  - a. If an agent finds a product to be expired or is within packaging that has been breached, the agent will create an unsellable product report and place the product in the unsellable product cabinet. If the agent is not authorized to access the inventory room, the agent will inform a manager of the discovery so an authorized agent can take the proper action.

#### Attestations:

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including: Maintaining adequate personal cleanliness & washing hands appropriately.

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

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

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

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

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

Water supply shall be sufficient for necessary operations.

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

The establishment shall provide its employees with adequate, readily accessible toilet facilities.

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

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.

The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.



# Mellow Tiger Cannabis Co.

---

69 Hook St, Southbridge, MA | Est. 2023

## Record Keeping Procedures

All records will be kept in a lockable file cabinet in the back office as well as on hard drives & cloud based storage servers. The file cabinet, hard drives, & cloud servers will be organized with folders and all procedures that require the creation of a record will have a folder for the records to be stored in.

Other types of records will be POS data and security footage data. POS data will be backed up on hard drives and will be secured in the locked file cabinet or a locked safe. Security footage that is not held on the security recording system will be downloaded onto an external server or HD and will be locked in the file cabinet or secured within the security servers room.

### Filing Procedure:

1. If a procedure calls for a report to be created, once the report is created it is to be filed away in the proper file within the file cabinet in the back office.
2. The back office is locked at all times when not in use. If the office is locked and a manager is not present or available with access to the office, the report is to be placed in the drop safe that hangs next to the door.
3. Once a manager is available, the manager will obtain the report that is in the bin and file it away in the file cabinet.
4. If a manager is present and/or available with access to the office, the report can be handed directly to them to be filed away.

### Filed Records:

1. Operating Procedures/Policies
  - a. Security Plan
  - b. Plan for Obtaining Marijuana Product
  - c. Restricting Access to 21+
  - d. Prevention of Diversion
  - e. Storage of Marijuana
  - f. Transportation of Marijuana
  - g. Inventory Procedures
  - h. Quality Control & Testing
  - i. Dispensing Procedures
  - j. Personnel Policies
  - k. Record Keeping Procedures
  - l. Financial Record Maintenance
  - m. Diversity Plan

- n. Qualifications & Training
- 2. Inventory Records
- 3. Seed-to-Sale Tracking Records
- 4. Personnel Records (\*a folder will be maintained for each employee with the following)
  - a. Employee Job Description
    - i. There is a folder that contains a staffing chart and a job description document for each of our currently active employees.
  - b. All documents submitted to the CCC
  - c. Documentation of verification of references, if any
  - d. Job description and/or employment contract, if any
  - e. Documentation of all required training
  - f. Signed statement of training received by agent
  - g. Documentation of periodic performance evaluations, if any
  - h. Record of disciplinary actions taken, if any
  - i. Responsible Vendor Training Certificate, once achieved
  - j. Notice of eight hour related duty training, by compiling all training record documents
  - k. Background check results
  - l. Background check related documents, if any
- 5. Business Records
  - a. Assets & Liabilities
  - b. Monetary Transaction Reports
  - c. Books of Accounts
  - d. Sales Records
  - e. Salary & Wage Records
  - f. Payment Records
  - g. Deposit Records
- 6. Waste Disposal Records

*Some records above may be kept digitally on a hard drive at the establishment & can be made available upon request.*

*Following the closure of our establishment, all records will be kept for one calendar year in a location that is acceptable to the commission.*

#### Other Records/Reports:

Below is a running list of all of the types of reports/documents that may be filed away in the file cabinet or in digital form at the establishment. More records/reports may be added over time.

- Inventory reception reports (delivery manifests)
- Inventory audit reports
- Monthly analysis of sales data and equipment (CMR 500.140 (6)d)

- Monthly analysis of security systems (CMR 500.110 (5)e)
- Returned/exchanged products from customers
- Returned products to vendors
- Documentation of all employees with keys & access, categorized by position (running – updated as necessary)

Attestations:

Upon closure of the Establishment, all records shall be kept for at least two years.

Establishments shall maintain their records in accordance with generally accepted accounting principles.

Personnel policies and procedures, including, at a minimum, the following:

- Code of ethics;
- Whistle-blower policy; and
- A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.



# Mellow Tiger Cannabis Co.

69 Hook St, Southbridge, MA | Est. 2023

## Promotion of Diversity

Our establishment intends to promote a safe and accepting culture for our staff and the customers they serve. To accomplish this we have devised the following goals with the intention of creating a diverse workforce & fostering a workplace culture that creates a workspace that is safe, accepting, respectful, welcoming, comfortable, and supportive place to work.

*We will adhere to the requirements set forth in 935 CMR 500.105(4) relating to advertising, branding, marketing, and sponsorship practices.*

*We will not violate the commission's regulations with respect to limitations on ownership or other applicable state laws.*

### Our Goals:

**Educate Management on Diversity & Inclusion** – We will educate our administrators and managers on why Equality, Diversity, & Inclusion (EDI) matters in order to bring awareness to our company's leaders on the importance of diversity in the workplace. This goal is implemented with the intention of broadening our leadership's perspectives in order to promote a diverse workplace & improve our businesses culture by creating a workplace culture that creates a workspace that is safe, accepting, respectful, welcoming, comfortable, and supportive place to work.

**Maintain a Diverse Workforce** – We will aim for the following employment demographics:

Women: 60%

Minorities (people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people): 25%

Veterans: 7%

Persons with disabilities: 7%

LGBTQ+: 7%

**Provide Training for Industry Advancement** – We will offer to our staff members who represent groups identified by the Commission who have been disproportionately effected by cannabis prohibition & enforcement career advancement courses so that they may build their knowledge base with relation to the industry, enable them to continue their pursuit of a career in the cannabis industry, and further promote full & meaningful participation in the cannabis industry, whether it be with our establishment or wherever

their career may take them. \*all staff members will be eligible to take the courses offered by our establishment\*

**Programs:**

*The following programs have been designed to achieve the goals previously laid forth.*

**Educate Management on Diversity & Inclusion** - Administrators or managers will be enrolled in *EDI: Foundations of Equality, Diversity, and Inclusion*. This is an accredited course through Lincoln University/Future Learn and is estimated to take four weeks at a pace of three hours a week. When the course is completed a Certificate of Achievement will be awarded by Future Learn. In this course, our company's leaders will learn about the role of equality, diversity, and inclusion in contemporary society and organizational practice. Administrators & managers must complete this course within 3 months of becoming an administrator or manager with our company.

**Maintain a Diverse Workplace** – To assist in upholding the Commission's goal of creating a diverse and inclusive cannabis industry in MA, our goal is to maintain the following demographics within our workforce; 60% women, 25% minority, 7% veteran, 7% individuals with disabilities, & 7% individuals of the LGBTQ community.

This goal will be achieved by being sensitive to our current employment demographics at any given time when hiring new staff members in order to work towards maintaining a specific employment demographics make-up that meets the goal laid out above.

We will run ads through Indeed & other similar popular job application platforms on an as needed basis when more staffing is required. It is estimated this will occur at least once quarterly throughout the year. Our management team involved with hiring will be made aware of our Diversity Plan goals & our employment demographics at the time of hiring so that they are aware of our current position with regards to achieving our goal of maintaining a diverse workforce.

**Provide Training for Industry Advancement** – We will utilize the Trichome Institute & other reputable cannabis education outlets to offer courses to our staff that will help to further their knowledge with relation to the cannabis industry.

Employees will become eligible to take the courses offered after 60 days working with our company.

An employee may take up to 3 courses per year from the offered courses. There are currently 6 courses covering topics ranging from Cannabis & the Culinary Arts, Cannabis Consultation, Cannabis for All, Consumer Education, Extraction & Concentrates, & more. Current courses can be found at <https://trichomeinstitute.com>. More courses may be added over time.

### **Monitoring Results/Accountability:**

**Educate Management on Diversity & Inclusion** – All certificates of achievement for the completion of *EDI: Foundations of Equality, Diversity, and Inclusion* will be filed in each of the administrator's or manager's personnel files along with the date of the completion, which can be related to the time in which the administrator or manager was assigned to their position to ensure they are completing the course within the 3-month time frame we have allotted them.

**Maintain a Diverse Workplace** – Information can be derived from employee onboarding documents to determine the make-up of each employee and compile an outlook of the diversity of our workforce.

**Provide Training for Industry Advancement** – When a new employee is onboarded with us we will provide them a document detailing this program & how they can utilize the program. A copy of this document can be provided. Furthermore, as each employee signs up for a course, this will be documented in a log & receipt for the payment of the course will also be saved. When the course is completed, the employee will be asked to share a copy of the course completion confirmation so we can keep a copy in their employee file. This will provide us full accountability from the advertisement of the program to our staff, their enrollment in courses, & their completion of courses.

*The timeframe relating to our tracking of these programs will be ongoing.*

*The progress or success of this plan must be documented upon license renewal.*

*This plan does not include any goals or programs that may be considered a legal contractual agreement such as a Host Community Agreement.*