



# Massachusetts Cannabis Control Commission

## Marijuana Delivery Operator

### General Information:

**License Number:** MD1333  
**Original Issued Date:** 07/10/2025  
**Issued Date:** 07/10/2025  
**Expiration Date:** 07/10/2026

## MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number: PMD6038

## ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

**Business Legal Name:** MORABEZA LLC

**Phone Number:** 781-308-7325  
**Email Address:** carlos.rosa@morabeza.us

**Business Address 1:** 393 E Main Street  
**Business City:** Southbridge  
**Business State:** MA  
**Mailing Address 1:** 393 E Main Street  
**Mailing City:** Southbridge  
**Mailing State:** MA

**Business Address 2:** Unit C  
**Business Zip Code:** 01550  
**Mailing Address 2:** Unit C  
**Mailing Zip Code:** 01550

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

## SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE306396

## ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 100  
**Role:** Executive / Officer  
**First Name:** Carlos  
**Gender:** Male

**Percentage Of Control:** 100  
**Other Role:**  
**Middle Name:** Jorge  
**Last Name:** Rosa  
**Suffix:** Mendes

**User Defined Gender:**

**What is this person's race or ethnicity?:** Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Cabo Verdean

### ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: MORABEZA LLC

Entity DBA:

DBA City: Winthrop

Entity Description: Social Equity Applicant Entity

Entity Website: www.morabeza.us

Foreign Subsidiary Narrative:

Relationship Description: MORABEZA is an entity owned by Social Equity Applicant Mr. Carlos Rosa

### CAPITAL RESOURCES - INDIVIDUALS

No records found

### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: MORABEZA LLC

Entity DBA:

Email: carlos.rosa@morabeza.us

Phone: 781-308-7325

Address 1: 393 E Main Street

Address 2: Unit C

City: Southbridge

State: MA

Zip Code: 01550

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$150

Percentage of Initial Capital: 100

Capital Attestation: Yes

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Carlos

Last Name: Rosa

Suffix:

Marijuana Establishment Name: Morabeza LLC

Business Type: Other

Marijuana Establishment City: WINTHROP

Marijuana Establishment State: MA

### MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 393 E. Main St.

Establishment Address 2: Unit C

Establishment City: Southbridge

Establishment Zip Code: 01550

Approximate square footage of the establishment: 2200

How many abutters does this property have?: 14

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	plancompliant.pdf	pdf	655b252aa1260900088b5119	11/20/2023
Community Outreach Meeting Documentation	Attachment A_ Notice Of Newspaper publication tearsheet-newspaper.pdf	pdf	66f71b0ee3da310009d9560a	09/27/2024
Community Outreach	Attachment B_ Notice To City Clerk 10.6.23.pdf	pdf	66f71b1f44b65c000832b13c	09/27/2024

Meeting Documentation				
Community Outreach	Attachment_ Signed_Attestation_Form.pdf	pdf	67477234e8b7890008683e9c	11/27/2024
Meeting Documentation				
Community Outreach	Attachment C-Abutters List_redacted.pdf	pdf	6747743ce8b78900086841e9	11/27/2024
Meeting Documentation				
Executed HCA	Signed HCA with Amendment-combined-compressed.pdf	pdf	67d9b639df2b111c3426a57d	03/18/2025

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.pdf	pdf	67b4f082ac5cea389e840bba	02/18/2025
Donation Acceptance Letter	Letter of Support - LVSCM.pdf	pdf	67b4f0c0ac5cea389e840cb9	02/18/2025
Donation Acceptance Letter	Letter of Support - Morabeza BCS.pdf	pdf	67b4f0d4ac5cea389e840d02	02/18/2025

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

**First Name:** Carlos **Last Name:** Rosa **Suffix:**

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

**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

**Role:** Other (specify) **Other Role:** owner

**Entity Legal Name:** MORABEZA LLC **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** 88-1276674

**Entity Description:** Entity owned by Social Equity Applicant

**Phone:** 781-308-7325 **Email:** carlos.rosa@morabeza.us

**Primary Business Address 1:** 393 E Main Street **Primary Business Address 2:** Unit C

**Primary Business City:** Southbridge **Primary Business State:** MA **Principal Business Zip Code:** 01550

**Additional Information:**

### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
DUA attestation if no employees	Morabeza-Department of Unemployment Assistance Attestation (signed).pdf	pdf	66e9d59acfa6590008e531bb	09/17/2024
Secretary of Commonwealth - Certificate of Good Standing	Sec of Com - Certificate of Good Standing.pdf	pdf	682cbc5c6cf3645b62fd2bcb	05/20/2025

Department of Revenue - Certificate of Good Standing DOR.pdf pdf 682cbca72309ac25e3548bd8 05/20/2025  
Certificate of Good standing

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Org.pdf	pdf	66db84c4cfa6590008da0f81	09/06/2024
Bylaws	Morabeza LLC Operating Agreement-part.1.pdf	pdf	66db867594e8b800085c0477	09/06/2024
Bylaws	Morabeza LLC Operating Agreement-part.2.pdf	pdf	66db86b694e8b800085c04b3	09/06/2024
Bylaws	Morabeza LLC Operating Agreement-part.3.pdf	pdf	66db86cb94e8b800085c0502	09/06/2024

Massachusetts Business Identification Number: 001565605

Doing-Business-As Name:

DBA Registration City:

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	66e20362cfa6590008df1f54	09/11/2024
Business Plan	MORABEZA Business Plan Part 1.pdf	pdf	66e9d67894e8b800086703db	09/17/2024
Business Plan	MORABEZA Business Plan Part 2.pdf	pdf	66e9d68294e8b80008670415	09/17/2024
Business Plan	MORABEZA Business Plan Part 3.pdf	pdf	66e9d6c894e8b8000867063e	09/17/2024
Plan for Liability Insurance	Insurance LOI.pdf	pdf	66f473e9cfa6590008eda042	09/25/2024
Proposed Timeline	MORABEZA updated Licensing Timeline.pdf	pdf	682cba1b2309ac25e3548663	05/20/2025
Capitalization Table	Morabeza LLC â Capitalization Table (as-of 2025-05-15).pdf	pdf	682cbdb42309ac25e3548dfe	05/20/2025

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Morabeza LLC Home Delivery Operator - Pre-cert - A. Delivery Procedures 2022-12-15.pdf	pdf	639bb59f52253500084a5534	12/15/2022
Storage of marijuana	Morabeza LLC Home Delivery Operator - Pre-cert - B. Storage Procedures 2022-12-15.pdf	pdf	639bb5a3a0fd020008deb3b7	12/15/2022
Transportation of marijuana	Morabeza LLC Home Delivery Operator - Pre-cert - C. Transportation Procedures 2022-12-15.pdf	pdf	639bb5a852253500084a556c	12/15/2022
Inventory procedures	Morabeza LLC Home Delivery Operator - Pre-cert - D. Inventory Procedures 2022-12-15.pdf	pdf	639bb5aca0fd020008deb3da	12/15/2022
Prevention of diversion	Morabeza LLC Home Delivery Operator - Pre-	pdf	639bb5ae52253500084a5580	12/15/2022

	cert - E. Diversion Procedures 2022-12-15.pdf			
Quality control and testing procedures	Morabeza LLC Home Delivery Operator - Pre-cert - F. Quality Control + Testing Procedures 2022-12-15.pdf	pdf	639bb5fba0fd020008deb404	12/15/2022
Dispensing procedures	Morabeza LLC Home Delivery Operator - Pre-cert - G. Dispensing Procedures 2022-12-15.pdf	pdf	639bb5fc52253500084a55c1	12/15/2022
Personnel policies	Morabeza LLC Home Delivery Operator - Pre-cert - H. Personnel Policies 2022-12-15.pdf	pdf	639bb5ff52253500084a55d5	12/15/2022
Record-keeping procedures	Morabeza LLC Home Delivery Operator - Pre-cert - I. Record Keeping Procedures 2022-12-15.pdf	pdf	639bb600a0fd020008deb418	12/15/2022
Qualifications and training	Morabeza LLC Home Delivery Operator - Pre-cert - J. Qualification and Agent Training 2022-12-15.pdf	pdf	639bb60252253500084a55e9	12/15/2022
Energy Compliance Plan	Morabeza LLC Home Delivery Operator - Pre-cert - K. Energy Efficiency and Conservation Procedures 2022-12-15.pdf	pdf	639bb65da0fd020008deb438	12/15/2022
A plan to obtain marijuana and marijuana products	Morabeza LLC Home Delivery Operator - Pre-cert - L. Plan for Obtaining Marijuana and Marijuana Products 2022-12-15.pdf	pdf	639bb66152253500084a560c	12/15/2022
A detailed plan for White Labeling	Morabeza LLC Home Delivery Operator - Pre-cert - M. Plan for White Labeling 2022-12-15.pdf	pdf	639bb66252253500084a5620	12/15/2022
Security plan	Morabeza LLC Home Delivery Operator - Pre-cert - N. Security Plan 2022-12-15.pdf	pdf	639bb66452253500084a5634	12/15/2022
Diversity plan	Letter of Support - LVSCM.pdf	pdf	67b4f45aac5cea389e841596	02/18/2025
Diversity plan	Letter of Support - Morabeza BCS.pdf	pdf	67b4f47bac5cea389e8415ad	02/18/2025
Diversity plan	Diversity Plan for Morabeza_v4.pdf	pdf	683e55a16cf3645b6208988e	06/02/2025

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

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

**Monday From:** 8:00 AM      **Monday To:** 9:00 PM  
**Tuesday From:** 8:00 AM      **Tuesday To:** 9:00 PM  
**Wednesday From:** 8:00 AM      **Wednesday To:** 9:00 PM  
**Thursday From:** 8:00 AM      **Thursday To:** 9:00 PM  
**Friday From:** 8:00 AM      **Friday To:** 9:00 PM  
**Saturday From:** 8:00 AM      **Saturday To:** 9:00 PM  
**Sunday From:** 10:00 AM      **Sunday To:** 6:00 PM

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

**Notification:**

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

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

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

**AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER**

No records found

**THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION**

No documents uploaded



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

Morabeza, LLC will remain compliant at all times with the local zoning requirements set forth in the Town of Southbridge Zoning Ordinance. In accordance with the Zoning Ordinance, Morabeza, LLC's proposed Delivery and Product Manufacturing establishment is to be located at 393 E. Main Street Unit C, Southbridge, Massachusetts 01550.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, Morabeza, LLC's proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

Morabeza, LLC will apply for other local permits, approvals, registrations, or certificates, if any, that are required to site and operate the Marijuana Establishments at the proposed location and will comply with all conditions and standards set forth in any such local permit or approval.

Morabeza, LLC has engaged municipal officials and the local community to discuss its plans for the proposed Marijuana Establishment, and Morabeza, LLC is seeking the required Host Community Agreement with the Town and has conducted a community outreach meeting. Morabeza, LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, operation, and security.

administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

**WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.**

Date: October 02, 2023

Stephanie K. Fattman,  
Register of Probate  
October 12, 2023

(SEAL)

THE COMMONWEALTH OF  
MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL  
COURT

Docket Number: 23 SM 003566

ORDER OF NOTICE

To:

Joseph Clem; Katherine Clem and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq): CrossCountry Mortgage, LLC claiming to have an interest in a Mortgage covering real property in Southbridge, numbered 89 Stony Brook Drive, given by Joseph Clem, Katherine Clem to Mortgage Electronic Registration Systems, Inc., as nominee for CrossCountry Mortgage, LLC, dated June 8, 2020, and recorded in the Worcester County (Worcester District) Registry of Deeds in Book 62616, Page 39, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before November 6, 2023, or you may lose the opportunity to challenge the foreclosure on the ground of non-compliance with the Act.

Witness, Gordon H. Piper, Chief Justice of this Court on October 2, 2023.  
Attest:

22414, Page 574, of which mortgage the undersigned is the present holder, by assignment from: Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee

for Merrimack Mortgage Company, Inc., its successors and assigns to JPMorgan Chase Bank, National Association, recorded on May 14, 2012, in Book No. 19255, at Page 267 for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 AM on November 6, 2023, on the mortgaged premises located at 31 Sturbridge Road, Brimfield, Hampden County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land and building thereon in Brimfield, Hampden County, Massachusetts bounded and described as follows:

Shown as Lot number three on a plan entitled, "Plan of Land in Brimfield, Massachusetts surveyed for Thaddeus J. Jr. & Kathleen D. Cembura" dated July 30, 2002 by Lewis & Cook Surveyors, Inc. Belchertown-Palmer, MA, which said plan is recorded in the Hampden District Registry of Deeds, Plan Book 326, Plan 85; Beginning at an iron pipe on the easterly line of Sturbridge Road which is the southwesterly corner of said lot;

Thence N. 19° 06' 28" E. 150.00 feet along the line of Sturbridge Road to an iron pipe;

Thence S. 76° 37' 56" E. 20.80 feet to an iron pipe;

Thence S. 18° 24' 44" W. 48.67 feet to an iron pipe;

Thence S. 71° 35' 16" E. 44.75 feet to an iron pipe;

Thence N. 18° 24' 44" E. 60.55 feet to an iron pipe;

Thence S. 85° 36' 08" E. 281.75 feet to an iron pipe;

Thence S. 15° 20' 45" W. 247.05 feet to an iron pipe;

Thence N. 69° 11' 50" W. 354.17 feet to the point of beginning. Containing 66,000 square feet more or less

For mortgagor's(s)' title see deed recorded with Hampden County Registry of Deeds in Book 17805, Page 275.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements,

P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

JPMORGAN CHASE BANK, N.A.

Present holder of said mortgage

By its Attorneys,

HARMON LAW OFFICES, P.C.

150 California St.

Newton, MA 02458

(617)558-0500

17805

October 12, 2023

October 19, 2023

October 26, 2023

**LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT**

Morabeza, LLC hereby provides public notice that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 26th, 2023 at 5:00 PM EST. The meeting may be accessed online through the following zoom link:

<https://us02web.zoom.us/j/86241099035>

Meeting ID: 862 4109 9035

Password: 901946

The proposed Delivery and Product Manufacturing establishment is anticipated to be located at 393 E Main Street Unit C, Southbridge, MA 01550.

Community members and members of the public are encouraged to attend to ask questions and receive answers from representatives of Morabeza, LLC. Questions may also be submitted in advance to carlos.rosa@morabeza.us.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web - Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. October 12, 2023



Charlton  
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t to object to

**For Legal Advertising Information**  
**Call 508-909-4127**  
**email: legals@stonebridgepress.news**



MORABEZA

393 E. Main Street Unit C, Southbridge, MA 01550

www.morabeza.us

RECEIVED  
TOWN CLERK'S OFFICE  
2023 OCT -6 AM 8:11  
TOWN OF SOUTHBRIDGE  
MASSACHUSETTS

## LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA ESTABLISHMENT

MORABEZA, LLC HEREBY PROVIDES PUBLIC NOTICE THAT A VIRTUAL COMMUNITY OUTREACH MEETING FOR A PROPOSED MARIJUANA ESTABLISHMENT IS SCHEDULED FOR OCTOBER 26TH, 2023 AT 5:00 PM EST.

THE MEETING MAY BE ACCESSED ONLINE THROUGH THE FOLLOWING ZOOM LINK:  
[HTTPS://US02WEB.ZOOM.US/J/86241099035](https://us02web.zoom.us/j/86241099035)

MEETING ID: 862 4109 9035

PASSWORD: 901946

THE PROPOSED DELIVERY AND PRODUCT MANUFACTURING ESTABLISHMENT IS ANTICIPATED TO BE LOCATED AT 393 E MAIN STREET UNIT C, SOUTHBRIDGE, MA 01550. COMMUNITY MEMBERS AND MEMBERS OF THE PUBLIC ARE ENCOURAGED TO ATTEND TO ASK QUESTIONS AND RECEIVE ANSWERS FROM REPRESENTATIVES OF MORABEZA, LLC. QUESTIONS MAY ALSO BE SUBMITTED IN ADVANCE TO CARLOS.ROSA@MORABEZA.US.

THIS VIRTUAL COMMUNITY OUTREACH MEETING WILL BE HELD IN ACCORDANCE WITH THE MASSACHUSETTS CANNABIS CONTROL COMMISSION'S ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB - BASED COMMUNITY OUTREACH MEETINGS AND THE APPLICABLE REQUIREMENTS SET FORTH IN M.G.L. CH. 94G AND 935 CMR 500.000 ET SEQ.

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Morabeza, LLC

Name of applicant's authorized representative:

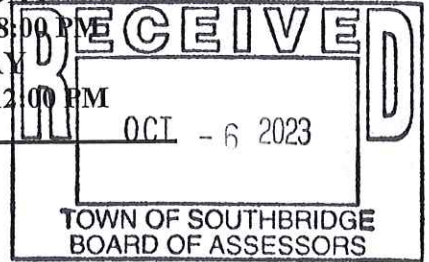
Carlos Rosa

Signature of applicant's authorized representative:

*Carlos Rosa*

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 044 - Block 006 - Lot 00001

Location of parcel 393 E. main st Unit C

Record owner of subject lot: Mark Labonte

Person requesting Abutters List: Carlos Rosa

### DEPARTMENT REQUESTING ABUTTERS LIST

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

*Cannabis Control  
Commission*

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

- N/A Immediate Abutters
- 300 Ft from subject parcel
- 100 Ft from subject parcel
- Other

Signature Carlos Rosa

Date: 10/06/2023

Print name: Carlos Rosa

Phone # 781-308-7325

Email: carlos.rosar@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

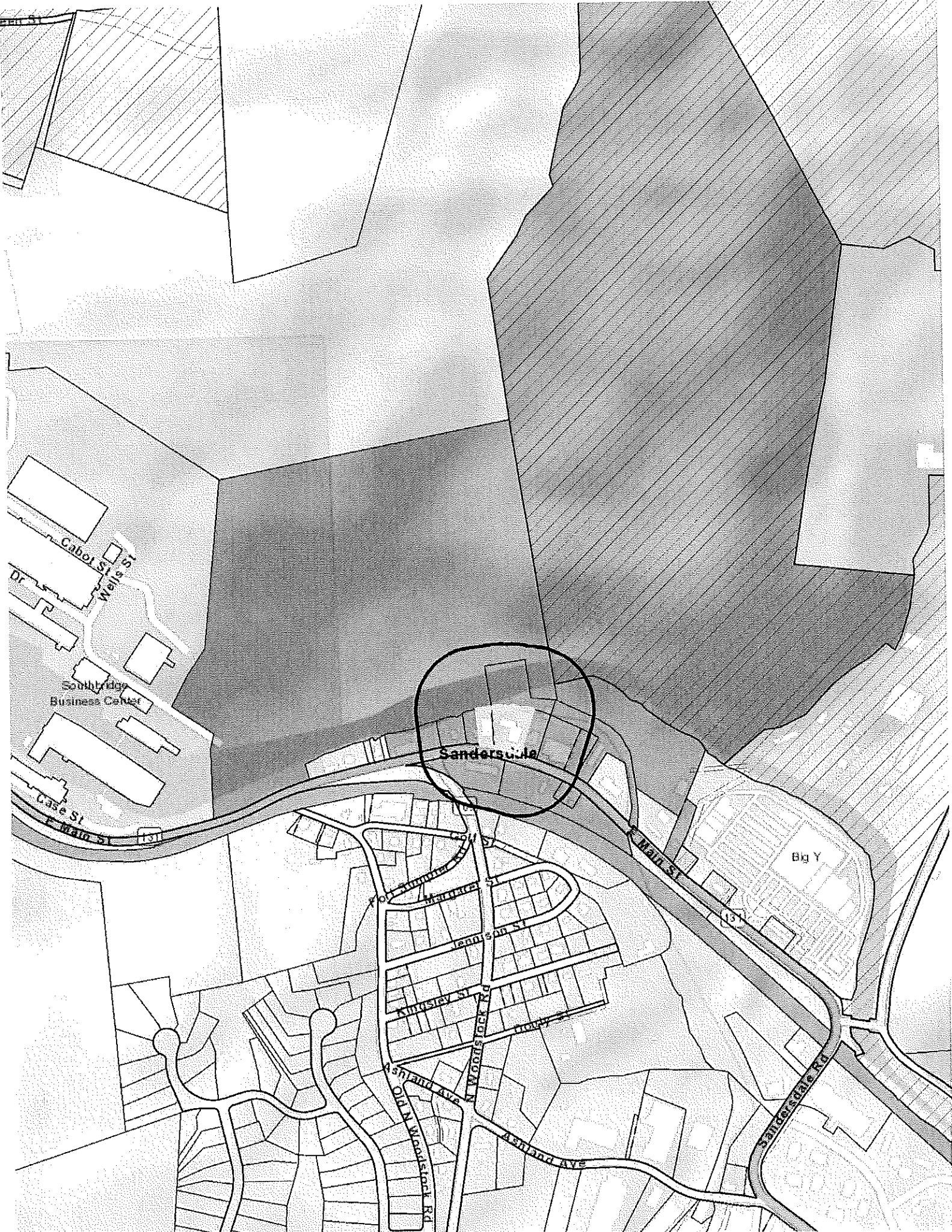
Date processed 10/11/2023

\$25.00 fee paid on 10/6/23

By: Travis Lambert

Cash or Check # CASH

Reviewed by: Jazmin Sanchez



Sanders, Jr.

Big Y

Cabot St  
Wells St

Southridge  
Business Center

Case St

Main St

Ashland Ave

N Woods St

Kingsley St

Main St

Main St

Sandersgate Rd

Parcel Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner City	State	Zip
044-009--00001	405 EAST MAIN STREET	[REDACTED]		405 EAST MAIN ST	SOUTHBRIDGE	MA	01550-2950
044-023--00001	410 EAST MAIN STREET	[REDACTED]	[REDACTED]	40 SYLVAN RD - PROPERTY TAX DEPT	WALTHAM	MA	02151-1120
034-179--00001	CRANE STREET	[REDACTED]	[REDACTED]	10 PARK PLAZA ROOM 6160	BOSTON	MA	02116-3973
044-004--00001	371 EAST MAIN STREET	[REDACTED]		107 CENTRAL ST	SOUTHBRIDGE	MA	01550-3732
044-024--00001	384 EAST MAIN STREET	[REDACTED]		107 CENTRAL ST	SOUTHBRIDGE	MA	01550-3732
044-010--00001	421 EAST MAIN STREET	[REDACTED]		421 E MAIN ST	SOUTHBRIDGE	MA	01550-2940
044-003--00001	351 EAST MAIN STREET	[REDACTED]		351 E MAIN ST	SOUTHBRIDGE	MA	01550-2928
044-005--00001	379 EAST MAIN STREET	[REDACTED]	[REDACTED]	122 JOY RD	WOODSTOCK	CT	06281-2226
044-008--00001	401 EAST MAIN STREET	[REDACTED]		9719 BOCA GARDENS CIR N #C	BOCA RATON	FL	33496-1781
044-012--00001	EAST MAIN STREET	[REDACTED]		9719 BOCA GARDENS CIR N #C	BOCA RATON	FL	33496-1781
044-014--00001	475 EAST MAIN STREET	[REDACTED]		100 WOODYCREST AVE	SOUTHBRIDGE	MA	01550-2367
038-001--00001	EAST MAIN STREET	[REDACTED]	[REDACTED]	36 WASHINGTON ST STE 390	WELLESLEY HILLS	MA	02481-1932
027-001--00001	TORREY ROAD	[REDACTED]		PO BOX 4900	SCOTTSDALE	AZ	85261
044-022--00001	EAST MAIN STREET	[REDACTED]	[REDACTED]	PO BOX 4372	HOUSTON	TX	77252-4372

Date processed: 10/11/2023  
Property requested: 044-006-00001  
Description of list: 300' Abutters  
Requested by: Carlos Rosa

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

Respectfully,

*Francine Farland*

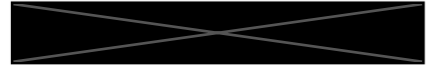
Principal Clerk  
Southbridge Assessors Office



405 EAST MAIN ST  
SOUTHBRIDGE, MA 01550-2950



40 SYLVAN RD - PROPERTY TAX DEPT  
WALTHAM, MA 02151-1120



10 PARK PLAZA ROOM 6160  
BOSTON, MA 02116-3973



107 CENTRAL ST  
SOUTHBRIDGE, MA 01550-3732



107 CENTRAL ST  
SOUTHBRIDGE, MA 01550-3732



421 E MAIN ST  
SOUTHBRIDGE, MA 01550-2940



351 E MAIN ST  
SOUTHBRIDGE, MA 01550-2928



122 JOY RD  
WOODSTOCK, CT 06281-2226



9719 BOCA GARDENS CIR N #C  
BOCA RATON, FL 33496-1781



9719 BOCA GARDENS CIR N #C  
BOCA RATON, FL 33496-1781



100 WOODYCREST AVE  
SOUTHBRIDGE, MA 01550-2367



36 WASHINGTON ST STE 390  
WELLESLEY HILLS, MA 02481-1932



PO BOX 4900  
SCOTTSDALE, AZ 85261



ATTN PROPERTY TAX  
PO BOX 4372  
HOUSTON, TX 77252-4372



393 E Main St, Southbridge MA 01550  
www.morabeza.us

## Positive Impact Plan

### Introduction

Morabeza LLC (“Morabeza”) operates an environmentally-conscious cannabis home delivery service in Southbridge, Massachusetts. Southbridge is an Area of Disproportionate Impact as designated by the State of Massachusetts, and the Cannabis Control Commission.

We have identified several areas where we believe Morabeza can positively impact the Southbridge community. We will adhere to all advertising, branding, marketing, and sponsorship practices as set forth in 935 CMR 500.105(4). No actions taken, nor programs instituted, by us will violate any Commission regulations with respect to limitations on ownership or control or other applicable state laws.

### **Goal 1: College Prep and Advisory Program (Collaboration with not-for-profit Big City Solutions)**

The **Morabeza College Prep and Advisory Program** is a comprehensive initiative designed to empower and prepare high school students for successful college admissions and academic success. It is deeply rooted in the belief that education is the key to unlocking endless possibilities. As the first person in my family to attend college, I understand firsthand the transformative power of education. My personal journey has inspired me to create this program, aiming to provide others with the opportunity to experience a similar life-changing path.

Our College Prep and Advisory Program will strive to bridge the gap between secondary education and higher learning, ensuring that students have the guidance, resources, and support necessary to make informed decisions about their college choices, navigate the application process, and thrive in a college environment. We will work with Big City Solutions, a proven, Massachusetts-based 501(c)(3) not-for-profit, in shaping and executing this Goal 1 (please see their attached letter of support).

**Goal: Expand College Access:** The program seeks to expand access to college for underrepresented and underserved populations, including first-generation college students and those from low-income backgrounds by offering five \$5,000.00 scholarships.

### **Measurement and Accountability:**

Assess the program's effectiveness in reaching underrepresented student populations and ensuring equitable access to resources.

Our program will be held accountable through regular data collection, surveys, and feedback from participants and parents. Continuous program evaluation and adjustments will be made to ensure that it remains effective in achieving its goals and guiding students toward successful college experiences.

### **Goal 2: Home Buying—Closing Cost Assistance Program (Collaboration with not-for-profit Literacy Volunteers of South Central Massachusetts)**

Program:



# MORABEZA

393 E Main St, Southbridge MA 01550  
www.morabeza.us

**Home buying assistance:** Morabeza will allocate twenty-five thousand (\$25,000) of funds annually to assist in covering closing costs for up to five (5) qualifying Southbridge residents each year. Participants will be eligible to apply via a website and must meet one of the following criteria:

- **Criteria A:** Income that does not exceed 400% of Area Median Income and Residency in the town of Southbridge or an Area of Disproportionate Impact, as defined by the Commission, for at least five of the past ten years;
- **Criteria B:** Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in other jurisdictions;
- **Criteria C:** Residency in Massachusetts for at least the past 12 months and proof that the applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in other jurisdictions;

**Applicants will be selected on a need basis. To apply, applicants must provide:**

1. A standard application form outlining basic contact information;
2. Demonstration that they are eligible resident in the program as outlined below:
  - a. Criteria A** An attestation that their income does not exceed 400% of the area median income as outlined by this document provided by the Cannabis Control Commission ([https://masscannabiscontrol.com/wpcontent/uploads/2020/02/AMI\\_by\\_Town\\_2.24.20.pdf](https://masscannabiscontrol.com/wpcontent/uploads/2020/02/AMI_by_Town_2.24.20.pdf)) and any updates thereto. Applicants will be asked to verify income. Applicants must also provide proof of residency demonstrating residency in the Town of Southbridge or an Area of Disproportionate Impact for five of the last ten years. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.
  - b. Criteria B:** Court records outlining a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in other jurisdictions. Applicants must also provide proof of residency demonstrating residency in the Commonwealth of Massachusetts for the last calendar year. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.
3. Proof of mortgage prequalification at the time of the application; and
4. Proof of preapproval.

### **Measurement and Accountability:**

Annually upon renewal, Morabeza will provide the following measurements to demonstrate our progress towards achieving our goals.



393 E Main St, Southbridge MA 01550  
www.morabeza.us

- Morabeza will provide records from its home buying assistance program to demonstrate it contributed \$25,000 each year.

We will collaborate with local real estate agencies, lenders, housing counseling agencies, and non-profits to enhance the program's reach and effectiveness. Regarding the latter, we have partnered with Literacy Volunteers of South Central Massachusetts, a 501(c)(3) not-for-profit, in shaping and executing this Goal 2 (please see their attached letter of support). We will partner this organization with identified recipients who we think *could* benefit from their confidential services. Purchasing a home involves extensive paperwork, which is extremely difficult to navigate without full American English literacy. Additionally, through our support of this and other non-profits, they will be able to offer financial literacy and homeownership education classes and guidance to program participants to prepare them for the responsibilities of homeownership. As our personal experience has demonstrated to us, we want program participants to be able to have a *home*, which inherently also includes financial literacy. Morabeza is interested in far more than box-checking, wherein we would just hand out money for closing costs—we want to actually help these individuals understand additional obligations like taxes, insurance, bills, and what all you must do to maintain all obligations, every month.

### **Goal 3: Daycare/Backup Care**

We believe that providing a comprehensive plan for parents to have backup care for their children is essential for maintaining a productive and supportive work environment.

We plan to approach our neighboring business owners to pool this program, so that a larger group of parents than just our employees can access this resource. Having this larger pool will help us find a local daycare provider who can then better plan for the resources necessary to support unplanned drop-in care.

Parents will qualify for the program by working for one of our businesses, or by providing qualifying documentation. This will include that they are the parent/legal guardian of the child, proof of employment (W2, 1099, or phone interview with supervisor), and proof of qualifying income status (For example, tax returns, EBT recipient, or other qualifying services recipient). Ultimately, we will work with our neighbor-partners for the details, but we tentatively plan to offer up to 20 days per employee of the neighbor-partner business, and up to five days each for five local qualifying families that are not our employees.

**Goal:** Partner with local daycare provider to give parents 20 days/5 days (depending on employer) of backup care for their children. The program will reduce absenteeism, improve employee morale, and enhance work-life balance.

### **Measurement and Accountability:**

We will implement a system for parents to provide feedback and report any concerns about the program or childcare providers. This will integrate into us regularly evaluating the program's effectiveness through surveys, usage statistics, and feedback from employees. A well-executed backup childcare program can significantly contribute to employee satisfaction, productivity, and work-life balance. Regularly assess and refine the program to make it a valuable resource for your employees and a competitive advantage for our organization.



# Literacy Volunteers

OF SOUTH CENTRAL MASSACHUSETTS  
*Transforming lives through language*

STAFF

**Emily Farrell, Executive Director**

February 11, 2025

BOARD OF DIRECTORS 2024-2025

**Yolanda Alvarado, President**

*Town of Southbridge Retirement Board*

**Martha Burbridge, Treasurer**

**Lou-Ellen Corkum, Secretary**

*Gateway Players Theatre*

**Michael Checkosky**

*Cornerstone Bank*

**Vanessa Fors**

*The Wellness Cooperative at Fortunato Court*

**Bonnie Losavio**

*The Learning Center for the Deaf*


To Whom It May Concern:

Literacy Volunteers of South Central Massachusetts (LVSCM) is a 501(c)3 nonprofit organization serving the towns of Southbridge, Sturbridge, Charlton, Webster, Dudley and the surrounding communities. Since 1975, LVSCM has been the only organization in the area providing free, confidential and individualized tutoring to adults in Basic Literacy and English to Speakers of Other Languages (ESOL) through the use of professionally trained and supported volunteer tutors. LVSCM believes that increased literacy and language skills can help transform lives, empower individuals and enrich communities.

LVSCM is pleased to support and collaborate with Morabeza, LLC., an organization currently pursuing licensure as a Cannabis Establishment under the guidance of the Massachusetts Cannabis Control Commission. Carlos Rosa, the owner of Morabeza, LLC, has directly experienced the value of increased literacy and language skills to an immigrant family. He is committed to LVSCM's mission, to strengthening communities and to making a positive impact.

We look forward to working together with Morabeza, LLC to serve the residents of our community and foster opportunities for those in need.

Sincerely,

  
Yolanda Alvarado  
Board President



DATE 12/27/2024

Morabeza, LLC  
ATTN: Carlos Rosa  
393 E Main St, Unit C  
Southbridge, MA 01550

**Re: Morabeza, LLC**

Dear Carlos Rosa,

Big City Solutions, Inc. is a 501(c)(3) not-for-profit organization dedicated to strengthening the efforts of youth and community organizations in the Commonwealth of Massachusetts. Big City Solutions collaborates with organizations across the state that provide vital services to residents of Communities of Disproportionate Impact, as designated by the Cannabis Control Commission, including Abington, Amherst, Boston, Brockton, Chelsea, Fall River, Fitchburg, Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, Quincy, Randolph, Revere, Spencer, Taunton, Walpole, Wareham, Worcester and Southbridge Massachusetts.

Big City Solutions is proud to support and partner with Morabeza, LLC, which shares our commitment to making a meaningful impact in these communities. Through its contributions, Morabeza, LLC has demonstrated a dedication to fostering positive change and supporting our mission to serve youth and community organizations.

We understand that Morabeza, LLC is pursuing licensure as a Cannabis Establishment in the Commonwealth of Massachusetts under the guidance of the Cannabis Control Commission. We are confident in Morabeza, LLC's ability to meet its goals and continue its impactful work, and we look forward to collaborating with them to further our shared mission.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamaal Silva", is positioned above the typed name.

**Jamaal Silva**  
Director  
Big City Solutions, Inc.

<b>Title</b>	Letter of Support - Morabeza (BCS) (1)
<b>File name</b>	Letter of Support...eza (BCS) (1).pdf
<b>Document ID</b>	94e3f7b95d73d2ddccef72a43ef470ba138f58dd
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

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## Document History



**02 / 11 / 2025**  
16:53:21 UTC-8

Sent for signature to Jamaal Silva (jamaalsilva27@gmail.com) from ty@greenlightbizsolutions.com  
IP: 162.125.47.101



**02 / 11 / 2025**  
16:53:35 UTC-8

Viewed by Jamaal Silva (jamaalsilva27@gmail.com)  
IP: 73.218.229.213



**02 / 11 / 2025**  
16:54:41 UTC-8

Signed by Jamaal Silva (jamaalsilva27@gmail.com)  
IP: 73.218.229.213



COMPLETED

**02 / 11 / 2025**  
16:54:41 UTC-8

The document has been completed.



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001565605

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

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

No. and Street: 529 PLEASANT STREET  
City or Town: WINTHROP State: MA Zip: 02152 Country: USA

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

No. and Street: 529 PLEASANT STREET  
City or Town: WINTHROP State: MA Zip: 02152 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

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

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

Name: CARLOS ROSA  
No. and Street: 529 PLEASANT STREET  
City or Town: WINTHROP State: MA Zip: 02152 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CARLOS ROSA	529 PLEASANT STREET WINTHROP, MA 02152 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CARLOS ROSA	529 PLEASANT STREET WINTHROP, MA 02152 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CARLOS ROSA	529 PLEASANT STREET WINTHROP, MA 02152 USA

**9. Additional matters:**

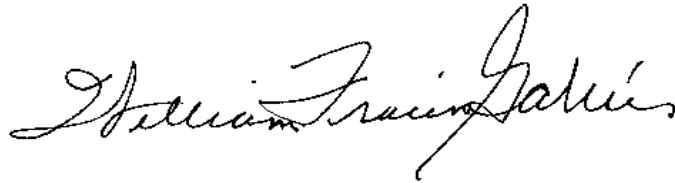
**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of February, 2022,**  
CARLOS ROSA

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

THE COMMONWEALTH OF MASSACHUSETTS

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

February 28, 2022 03:04 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# OPERATING AGREEMENT

OF

## MORABEZA LLC

### A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Operating Agreement (as the same may be amended from time to time, this "Agreement") of Morabeza LLC, a Massachusetts limited liability (the "Company"), dated as of February 28, 2022 (the "Effective Date"), is entered into by and among the Company and those Persons listed on Exhibit A hereto. The Persons listed on said Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a "Member" and collectively as the "Members."

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the "Act") by filing the Certificate of Organization with the office of the Secretary of the Commonwealth of Massachusetts on February 28, 2022; and

WHEREAS, the sole Member and the Company wish to set forth their respective rights and obligations in this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and restate the Existing Agreement in its entirety as follows:

#### ARTICLE I

##### Organizational Matters

1.1. Formation of Limited Liability Company. The Company was formed by the filing of the Certificate with the Secretary of the Commonwealth of Massachusetts on February 28, 2022. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision in this Agreement than they would be in the absence of such provision, this Agreement shall, if permitted by the Act, control.

1.2. Name. The name of the Company is "Morabeza LLC." All contracts of the Company shall be made, all instruments and documents executed, and all acts done, in the name of the Company, and all properties shall be acquired, held and disposed of in the name of the Company or its designated nominee.

1.3. Registered Office and Agent, Principal Place of Business. As of the date hereof, the principal office of the Company is located at 529 Pleasant Street, Winthrop, Massachusetts 02152. The registered office of the Company in Massachusetts is 529 Pleasant Street, Winthrop, Massachusetts 02152 and its agent for service of process in Massachusetts is Carlos Rosa. The Board of Managers may, in its discretion, relocate the principal office or appoint a different agent for service of process.

1.4. Purpose. The Company's business is to serve as a holding company to acquire and hold the requisite licensing in the Commonwealth to operate and own the maximum amount of cannabis licenses, including, without limitation, delivery and/or courier licenses, as permissible under applicable state law to operate cannabis companies, as well as engage in all ancillary activities directly or indirectly related to such purpose and engage in any and all other lawful activities permitted under the Act.

1.5. Term. The term of the Company commenced upon the filing of its Certificate of Formation and shall continue until terminated in accordance with the terms of this Agreement.

1.6. Admission. As of the Effective Date, each Person listed as a Member on Schedule A shall be admitted to the Company as a Member of the Company upon execution and delivery by or on behalf of such Member of a counterpart of this Agreement. Additional Members shall be admitted only in accordance with the terms and conditions of this Agreement.

## ARTICLE II Managers; Officers

2.1 Managers. The business and affairs of the Company shall be managed by or under the direction of the Managers. The Company shall have one or more Managers (each a "Manager" and, collectively, the "Managers" or the "Board") and may be increased or decreased by a majority vote of the Members together with the unanimous approval of the Managers. The Company shall initially have one (1) Manager of the Company, who shall be Carlos Rosa (the "Initial Manager"). Each Manager shall be appointed by a majority of the other Managers. A Manager may be a Member or an Affiliate of a Member and/or the Company. Any reference to the "Managers" in this Agreement shall mean the Manager or Managers then serving pursuant hereto. The Company shall have such number of Managers as is determined by the Managers from time to time. The Initial Manager shall serve as Managers until they resign or are removed for Cause in accordance with Section 2.2; their replacement shall be filled by a vote or written consent of a majority of the remaining Managers. Notwithstanding the foregoing, in the event that the Company shall have fewer than two Managers of the Company at any time, then one Manager may be appointed by vote of a majority of the Members by percentage interests of the Members for a term of twelve (12) months until the next annual election to be called by the Managers on behalf of the Members; *provided, however*, in the event that the Managers do not call such meeting within thirty (30) days following the expiration of the twelve (12) month term, any Member may call such meeting.

2.2 Resignation and Removal of a Manager. A Manager may resign at any time by giving no less than ten (10) days written notice to the Company. A Manager's resignation permitted hereunder shall then be effective at the expiration of the ten (10) day notice period. Any Manager may be removed by vote of the Managers only upon the occurrence of one or more For Cause events. For the purpose of this Agreement, "For Cause" shall mean if a Manager or officer is found in a judicial or non-judicial proceeding to have committed fraud, gross negligence or willful misconduct in connection with his or her duties related to the operation of the Company. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the Manager's conduct or activity is reasonably believed to be in compliance with

applicable state laws. In the event that a Manager ceases to serve as a Manager upon removal for Cause, a replacement Manager shall be appointed vote of the remaining Managers.

2.3. Manager Meetings and Actions. Any Manager then serving may call a meeting of the Managers, by giving notice specifying the date, time and place thereof to each other Manager not less than three (3) business days prior to each such meeting or such lesser period as may be approved by the Managers (which notice may be waived by any Manager, and which notice is not required in the event such Manager calling the meeting reasonably determines there is an emergency event). Managers may participate in any meeting of the Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. Any actions to be taken by the Managers pursuant to this Agreement may be taken by the vote or written consent of a majority of all the then-serving Managers, unless a greater number is required by this Agreement or the Act.

2.4 Quorum; Requisite Vote. Except as is otherwise specifically provided for herein, a majority of the Managers then in office (provided that no Manager may absent himself or herself from a meeting with the specific intent of avoiding a quorum and precluding actions of the Managers) shall be necessary to constitute a quorum for the transaction of business and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Managers. A Manager or Managers may act by majority vote by written consent without a meeting and such consents shall be the acts of the Managers for all purposes.

2.5 Expenses. The Company shall reimburse all Managers and observers of the Managers for all reasonable and documented out-of-pocket expenses incurred in connection with their service on behalf of the Company, including in respect of their attendance and participation at Manager meetings (and any committee meetings thereof).

2.6 Other Activities. The Managers and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Member or Manager shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom. Notwithstanding the foregoing, any Insider or Manager may invest in a CRB Person with operations in Massachusetts that is directly competitive with the Company; provided that such Insider or Manager does not have a beneficial ownership or other financial interest in such CRB Person that exceeds 9.99% (or such lesser amount as required by the applicable regulatory requirements) and such Insider or Manager or any Background Party is not a Person or Entity Having Direct or Indirect Control with respect to any other CRB Person in Massachusetts. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

2.7 Officers. In furtherance of the powers granted to the Managers in Section 4.3(c), the Company may, but need not, have such officers as the Managers shall determine, each officer to serve pursuant to such terms and conditions as the Managers may approve.

2.8 Removal and Resignation of Officers. A vote or written consent of the Managers by majority of votes may remove any officer, with or without Cause. Any officer may resign at any time by giving ten (10) day written notice to the Company. Any resignation shall then be effective at the expiration of the ten (10) day notice period or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

2.9 Number and Election

The Managers may appoint a President, Chief Executive Officer, a Treasurer, and a Secretary, and may appoint such other officers and agents as the Managers may deem appropriate. Any such officers shall have the authority of the Managers to act on behalf of and to bind the Company to the full extent of the Board's delegation of authority to such officers.

2.10 Qualifications

A Person may hold more than one office. An officer may, but need not, be a Member and/or Manager of the Company.

2.11 Term of Office

Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation, or removal.

2.12 CEO

Except as otherwise provided for herein, the CEO shall supervise, generally, and have executive powers concerning all of the day to day operations of the Company and shall perform all duties incident to the office of a CEO, including, without limitation, exercise of general operating powers concerning all the property, business, and affairs of the Company. The CEO shall be charged with carrying out the policies, programs, orders, and/or resolutions adopted or approved by the Board, and shall have all powers and perform all duties incident to the office, and have any further powers and duties as, from time to time, may be prescribed by the Board.

2.13 Treasurer

The Treasurer shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and shares. The Treasurer shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board or the President of the Company. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Board.

## 2.14 Secretary

The Secretary shall attend meetings of the Board, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

2.15 Observer Rights. The Managers of the Company shall have the power to grant observer rights to such parties as it deems necessary or appropriate in its reasonable determination, whereby such observer representative(s) may be permitted to attend and participate in all meetings of the Managers or any committees thereof in a nonvoting capacity and otherwise on such terms as the Managers may determine.

2.16 Waiver of Fiduciary Duties. This Agreement is not intended to create or impose any fiduciary duty on any of the Managers or their respective Affiliates. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or equity, to the maximum extent permitted by the Act and any other Applicable Law, a Manager and his, her, or its respective Affiliates, shall owe no duties (including fiduciary duties) to the Company or the other Members; *provided, however that* a Manager shall have the duty to act in accordance with the implied contractual covenant of good faith and fair dealing; and *provided further that* such exclusion or limitation of liability shall not extend to misappropriation of assets or funds of the Company.

## ARTICLE III

### Classes of Membership Interests; Capital Contributions

3.1. Classes of Membership Interests; Authorized Capital. The Company shall initially have authorized units of Membership Interests (each a "Unit" and, collectively, the "Units") available for issuance to Members, known as Class A Units of Membership Interest (the "Class A Units"). In addition to the foregoing, the Managers may create such additional classes of Units, with such terms and preferences as they shall determine, upon which time the Managers may adopt an amendment to this Agreement to incorporate reference to such class of Units, including any updates required on Schedule A. Except as specifically provided by the non-waivable provisions of the Act or this Agreement, Members shall not be entitled to vote, shall not be entitled to undertake any activities on behalf of the Company, and shall not have any power to sign for or to bind the Company. For purposes of any voting matters, each Class A Unit shall be entitled to one vote per Unit, unless otherwise required by the Act. For clarity, any reference to a majority Percentage Interests for purposes of any voting matters hereunder shall refer only to the Percentage Interests of the holder of Class A Units. Except as expressly stated to the contrary, (a) references to "Members" shall mean all Members, regardless of the class of Membership Interests held, and (b) references to the "Percentage Interests" of a Member (the "Percentage Interests") shall be the percentage of Membership Interests held by such Member, determined on the basis of all classes of Membership Interests as a single class or, with respect to references to the Percentage Interests of a particular class, on the basis of only the Members of such class. Schedule A, as the same shall be amended from time to time as necessary to reflect changes resulting from the making of additional Capital Contributions, distributions or the transfer of Interests in each case as provided

in accordance with the terms of this Agreement, shall indicate the class of Membership Interest and Percentage Interest being held by each Member. Schedule A shall be confidential.

3.2. Capital Contributions of Members; Additional Capital from Existing Members. Each Member has paid to the Company the capital contribution in cash or other property valued at the amount set forth opposite such Member's name on Schedule A (such initial contribution and together with all such contributions by a Member as are permitted or required pursuant to this Agreement, the "Capital Contribution").

(a) Capital Calls; Pre-emptive Right. If the Managers determine in good faith that additional capital is required by the Company upon terms and conditions as shall be determined in the exercise of the business judgment of the Managers, the Managers may determine to raise capital through a capital call, in which case the Managers shall so notify the Members in writing by written notice of no less than ten (10) days, together with a statement of the amount of capital required, the reasons therefor and the terms upon which the Managers desire to raise such capital. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the requested additional capital is contributed by the Members, then the Managers may, in its sole discretion, in addition to or in lieu of such capital call, and upon terms and conditions as shall be determined in the exercise of its business judgment, raise capital through an issuance of Units or other securities pursuant to Section 3.2(b). Capital contributions shall be due and payable within the period specified in the Managers' written notice to the Members, or on such other terms as the Managers may reasonably determine to be necessary and appropriate.

(b) Other Capital Raises. If all of the requisite capital is not committed to pursuant to Section 3.2(a) by existing Members or the Managers in their sole discretion otherwise determine to raise capital through an issuance of Units or other securities, then the Managers may determine to raise capital in the manner as determined by the Managers upon terms and conditions determined in the business judgment of the Managers to be commercially reasonable, which may include the issuance of new Units or other securities in the Company. To the extent such capital raise involves the issuance of Units, acquiring Persons shall become new (as applicable) Members of the Company, provided that each such Member shall execute a counterpart signature page to and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new Members and/or new class of Units, as applicable.

(c) Pre-emptive Right for Unit Issuances. With respect to any capital raising transaction pursuant to Section 3.2(b) that involves the issuance of additional Units or other securities of the Company, each Member shall have a right of first refusal to purchase its pro rata share of any such Units or other securities unless such right is waived by such Member. For purposes hereof, "pro rata" means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. Subject to the waiver as provided in the previous sentence, if the Company proposes to issue any such additional Units or other securities, it shall give each Member written notice of such intention, describing such Units or other securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have ten (10) business days from the receipt of such notice to agree to purchase its pro rata share of such Units or other securities for the price and upon the terms and

conditions specified in the notice by giving written notice to the Company and stating therein the number of Units or other securities to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered Units or other securities to the extent they are not purchased by other prospective purchasers.

(d) Notwithstanding the foregoing, in no event shall this Section 3.2 apply to (i) any issuance by the Company of equity interests or indebtedness to institutional or commercial lenders or other business partners of the Company as determined by the Managers, (ii) any grant by the Company of Units or options to purchase Units to employees, consultants, Managers or directors of the Company or its subsidiaries for compensatory purposes, and (iii) any issuance of Units or other securities of the Company issued pursuant to acquisitions or strategic transactions approved by the Managers pursuant to this Agreement.

(e) At no time will the Company accept additional Members or issue additional Units that would cause the loss of MBE or Social Equity Program Participation status until the Units issued to the Members are properly adjusted for compliance with MBE and Social Equity Program Participation ownership percentage requirements.

3.3. Capital Account. The Capital Account as of any given date shall have the meaning described in Section 5.1.

3.4. Rights to Future Company Unit Issuances.

(a) Right of First Offer. Subject to the terms and conditions of this Section 3.4(a) and applicable securities laws, if the Company proposes to offer or sell any New Securities (as defined in Section 15.2), the Company shall first offer such New Securities to each Member. A Member shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among (i) itself, (ii) its Affiliates and (iii) its beneficial interest holders, such as limited partners, members or any other Person having “beneficial ownership,” as such term is defined in Rule 13d-3 promulgated under the Exchange Act, of the Member.

(i) The Company shall give no less than ten (10) days’ notice (the “Offer Notice”) to each Member, stating (A) its bona fide intention to offer such New Securities, (B) the number of such New Securities to be offered, and (C) the price and terms, if any, upon which it proposes to offer such New Securities.

(ii) By notification to the Company within ten (10) days after the Offer Notice is given, each Member may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities equal to such Member’s Percentage Interest. At the expiration of such ten (10) day period, the Company shall promptly notify each Member that elects to purchase or acquire all the New Securities available to it (each, a “Fully Exercising Member”) of any other Member’s failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Member may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of New Securities specified above, up to that portion of the New Securities for which Members were entitled to subscribe but that were not subscribed for by the Members which is equal to the proportion that the Units then held by such Fully Exercising Member bears to the Units then held

by all Fully Exercising Members who wish to purchase such unsubscribed New Securities. The closing of any sale pursuant to this Section 3.4(a)(ii) shall occur within the later of thirty (30) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 3.4(a)(iii), unless the Managers deems it to be in the best interests of the Company to close in less than thirty (30) days. Upon the closing of any sale pursuant to this Section 3.4(a)(ii), the Company shall issue additional Membership Interests to contributing Members (of a class as is being offered pursuant to such closing), with such additional Membership Interests altering all Member's Percentage Interests accordingly. All Members hereby agree that Schedule A attached hereto shall be amended by the Managers to reflect any such issuance.

(iii) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 3.4(a)(ii), the Company may, during the one hundred eighty (180)-day period following the expiration of the periods provided in Section 3.4(a)(ii), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Members in accordance with this Section 3.4(a).

(iv) The right of first offer in this Section 3.4 shall not be applicable to (A) Units, Options or Convertible Securities issued by reason of any unit split, unit distribution, combination, recapitalization, reorganization, or the like (such reason defined as a "**Recapitalization Event**"); (B) equity issued in a firm-commitment underwritten public offering led by a nationally recognized lead underwriter pursuant to an effective registration statement under the Securities Act, resulting in at least \$25,000,000 of proceeds, net of the underwriting discount and commissions, to the Company and the other participants ("**Qualified IPO**"); (C) Units issued as incentive equity to employees, contractors, advisors or other service providers to the Company, whether as grants of Options, upon the exercise of granted Options, or direct issuances; and (E) equity issued by the Company to one or more Persons identified by the Managers as a strategic partner, lender or other key relationship (so long as no such partner, lender or other relationship is an Affiliate of any Manager).

(v) The right of first offer in this Section 3.4 may be waived (by vote or written consent, as provided by the Act or this Agreement) by a vote or written consent of a majority of the voting Members on behalf of all Members.

(b) Termination. The covenants set forth in this Section 3.4 shall terminate and be of no further force or effect (i) immediately before the consummation of the Qualified IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, or (iii) upon a Deemed Liquidation Event.

3.5. No Interest. No Member shall be entitled to interest on its Capital Contribution or on such Member's Capital Account. Except as provided herein or by Applicable Law, no Member shall have any right to demand or receive the return of its Capital Contribution from the Company.

3.6 Profits Interests. The Board of Managers may, in its sole discretion, issue a new Class of Units as Capital Interests or Profits Interests (as each such term is defined by the tax law) to managers, Officers, employees, consultants or other service providers of the Company or any Company Subsidiary (collectively, "Service Providers") for Federal income tax purposes. If the Board determines, by majority vote, to issue a new Class of Units as Profits Interests, the following provisions shall apply:

(i) The Company and each Service Provider hereby acknowledge and agree that, with respect to any Profits Interests, such Profits Interests issued under a new Class of Units, as determined by the Board, shall constitute a "profits interest" in the Company within the meaning of Rev. Proc. 93-27 (a "Profits Interest"), and that any and all Profits Interests received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider. The Company and each Service Provider who receives Profits Interests hereby agree to comply with the provisions of Rev. Proc. 2001-43, and neither the Company nor any Service Provider who receives Profits Interests shall perform any act or take any position inconsistent with the application of Rev. Proc. 2001-43 or any future Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures.

(ii) Upon such determination by the Managers to issue Profits Interests as a new Class of Units, the Company is hereby authorized and directed to adopt a written plan pursuant to which all Profits Interests shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption (such plan as in effect from time to time, the "Incentive Plan"). In connection with the adoption of the Incentive Plan and issuance of Profits Interests, the Company is hereby authorized to negotiate and enter into award agreements with each Service Provider to whom it grants Incentive Units (such agreements, "Award Agreements"). Each Award Agreement shall include such terms, conditions, rights, and obligations as may be determined by the Managers, in its sole discretion, consistent with the terms herein.

(iii) Notwithstanding anything contained herein to the contrary, the number of Profits Interests that the Company may issue pursuant to the Incentive Plan, when combined with any Restricted Class and any Unrestricted Class already issued and outstanding, shall not exceed an amount of the aggregate total number of Units outstanding on a Fully Diluted Basis as of the date of the proposed grant as determined by the Board in its sole discretion.

(iv) The Company shall establish such vesting criteria for the Profits Interests as it determines in its discretion and shall include such vesting criteria in the Incentive Plan and/or the applicable Award Agreement for any grant of Profits Interests. As used in this Agreement:

(A) any Profits Interests that have not vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "Restricted Units;" and

(B) any Profits Interests that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "Unrestricted Incentive Units."

(v) Immediately prior to each subsequent issuance of Profits Interests following the initial issuance described in the second sentence of Section 3.6(i)**Error! Reference source not found.**, the Company shall determine in good faith the Incentive Liquidation Value. In each Award Agreement that the Company enters into with a Service Provider for the issuance of new Profits Interests, the Company shall include an appropriate Incentive Profits Interest Hurdle for such Profits Interests on the basis of the Incentive Liquidation Value immediately prior to the issuance of such Profits Interests.

(vi) Profits Interests shall receive the following tax treatment:

(A) the Company and each Service Provider who receives Profits Interests shall treat such Service Provider as the owner of such Profits Interests from the date of their receipt, and the Service Provider receiving such Profits Interests shall take into account his Distributive share of Net Income, Net Loss, income, gain, loss, and deduction associated with the Profits Interests in computing such Service Provider's income tax liability for the entire period during which such Service Provider holds the Profits Interests.

(B) each Service Provider that receives Profits Interests shall make a timely and effective election under Code Section 83(b) with respect to such Profits Interests and shall promptly provide a copy to the Company. Except as otherwise determined by the Company, both the Company and all Members shall (A) treat such Profits Interests as outstanding for tax purposes, (B) treat such Service Provider as a partner for tax purposes with respect to such Profits Interests and (C) file all tax returns and reports consistently with the foregoing. Neither the Company nor any of its Members shall deduct any amount (as wages, compensation, or otherwise) with respect to the receipt of such Profits Interests for federal income tax purposes.

(C) in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(l) and IRS Notice 2005-43, each Member, by executing this Agreement, authorizes and directs the Company to elect a safe harbor under which the fair market value of any Profits Interests issued after the effective date of such Proposed Regulations (or other guidance) will be treated as equal to the liquidation value (within the meaning of the Proposed Regulations or successor rules) of the Profits Interests as of the date of issuance of such Profits Interests. In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to Transfers of Units while the safe harbor election remains effective.

(vii) For the avoidance of doubt:

(A) all Profits Interests, including Unrestricted Units, shall be subject to the rights of the holders of Class A Units to drag along the holders of Profits Interests pursuant to Section 9.5.

(viii) The Members acknowledge that with respect to any Members receiving both a “capital interest” in exchange for a Capital Contribution and a “profits interest” in exchange for the provision of services to or for the benefit of the Company, if any, such Member’s share of Company capital shall be commensurate with the amount of capital such Member contributes to the Company (determined at the time of receipt of such capital interest) relative to the total capital contributed to the Company. Accordingly, the Members intend that any Units (or portion thereof) received by any Member in exchange for its Capital Contribution shall qualify and be treated as a “capital interest” pursuant to Internal Revenue Service Revenue Procedure 93-27 for all U.S. federal income tax purposes as of the date any such Interest is issued, and not as an “applicable partnership interest” under Code § 1061(c). Notwithstanding any other provision of this Agreement to the contrary, upon the issuance of any such capital interest, the Company shall take such action reasonably requested by the recipient thereof, to the extent required in order to attain or ensure such “capital interest” tax treatment under applicable law, revenue procedure, revenue ruling, notice, or other guidance governing such interests, but subject to the other terms and conditions of this Agreement, which action may include authorizing and directing the Company to make any applicable “safe harbor” election, agreeing to any reasonable condition imposed on the recipient thereof, executing any amendment to this Agreement or other agreements, executing any new agreements, making any tax election or other filing, and agreeing not to take any contrary position.

(ix) Limitations on Distributions to Units Treated as Profits Interests. Notwithstanding Section 5.2(b), but subject to Section 5.5 (regarding Tax Distributions), any Members holding any Units subject to vesting restrictions shall not be entitled to Distributions with regard to any such Units that are not vested at the time of an applicable Distribution, except as may otherwise be provided in an applicable Award Agreement.

(A) Profits Interest Hurdle. It is the intention of the Members that, with respect to Distributions to Members issued Profits Interests in exchange for the provision of services to or for the benefit of the Company as contemplated in Section 3.6(i) (together, the “Profits Interest Members”), such Distributions shall be limited to the extent necessary so that such Units constitutes a “profits interest” for U.S. federal income tax purposes. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Members shall, if necessary, limit any such Distributions to Profits Interest Members so that such Distributions do not exceed each Profits Interest Member’s share of the aggregate amount of unrealized appreciation in the assets of the Company between the date of the issuance of such Units and the date of such Distribution, it being understood that such unrealized appreciation shall be determined on the basis of the Book Value of the assets of the Company at the time any such Units are issued as determined by the Members at the time (the “Profits Interest Hurdle”). Such Profits Interest Hurdle amount or value may be set forth in an applicable Award Agreement and/or on Schedule A. In the event that a Profits Interest Member’s Distributions

are reduced pursuant to this subsection, an amount equal to such excess Distributions shall be treated as instead apportioned to the other Members (including the Profits Interest Members that have met any prior Profits Interest Hurdle), pro rata in proportion to their aggregate holdings of Vested Units.

#### ARTICLE IV

##### Powers, Duties and Liabilities of the Members and the Managers

4.1. In General. Except for those powers expressly granted to the Members pursuant to the Act or this Agreement, the management, operation and business of the Company shall be vested exclusively in the Managers, who, subject to the limitations set forth in Section 4.4, shall be authorized and empowered on behalf and in the name of the Company to carry out any and all of the powers, objectives and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings and engage in all activities and transactions which they may in their sole discretion deem necessary or advisable or incidental thereto.

##### 4.2. Limitation on Liability of Members.

Except (a) for conduct that a court of competent jurisdiction deems, by a final and non-appealable decision, to constitute fraud or willful misconduct with respect to any action being taken or alleged to be taken on behalf of the Company, (b) as otherwise required by applicable law, or (c) as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments, or other obligations of the Company, for any losses of the Company, or otherwise. For the avoidance of doubt, no conduct, act, or omission of a Member, relating to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of U.S. federal law, shall constitute willful misconduct under clause (a) of the immediately preceding sentence, solely by reason of being a violation of U.S. federal law; so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state and local laws. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

4.3. Powers of the Company and the Managers. The Company shall have all powers permitted under Applicable Law to do any and all things necessary or desirable in furtherance of the purposes of the Company in accordance with Applicable Law. Unless otherwise required by the Act or the express provisions of this Agreement, the Managers shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in this Agreement. Except for those powers expressly reserved to the Members in this Agreement or the Act, the Managers shall exercise all such powers in the manner set forth in this Agreement. Without limiting the foregoing general powers and duties, the Managers, as they may determine in their sole and absolute discretion, but subject to the limitations set forth in Section 4.4, are hereby authorized and empowered on behalf and in the name of the Company to:

- (a) acquire, own, hold, manage, capitalize, recapitalize, pledge, mortgage, grant security interests in, permit other liens with respect to, sell, transfer, convey, assign,

exchange or otherwise dispose of the Company's real or personal property and any other assets held by the Company;

- (b) enter into, terminate, amend, extend, renew, modify and otherwise execute, perform and manage any and all contracts of the Company, including, but not limited to, investment management and advisory contracts;
- (c) delegate authority to one or more officers (any of whom may be a Member, Manager or Affiliate of the Company);
- (d) open, have, maintain and close bank and brokerage accounts, including the power to draw checks or other orders for the payment of money;
- (e) vote, give assent and otherwise to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to all equity interests held by, or other assets of, the Company;
- (f) bring and defend actions and proceedings at law or in equity or before any governmental administrative or other regulatory agency, body or commission;
- (g) hire consultants, attorneys, accountants and such other agents and employees of the Company as it may deem necessary or advisable, including persons or entities that may be Members, Managers or Affiliates of the Company or any Member, and to authorize each such agent and employee to act for and on behalf of the Company;
- (h) make such elections, filings and determinations under the tax laws of the United States, the several states or other relevant domestic or foreign jurisdictions as to any matter, including without limitation an election to adjust the basis of the assets of the Company under Section 754 of the Code;
- (i) pay or cause to be paid out of the capital and/or income of the Company all expenses, fees, charges, taxes and liabilities incurred or arising in connection with the conduct of the affairs of the Company, or in connection with the management thereof, including but not limited to, such market rate expenses and charges for the services of the Managers, officers, employees, consultants, auditors, counsel, and such other agents or independent contractors and such other expenses and charges;
- (j) enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations;
- (k) purchase and pay for such insurance necessary or appropriate for the conduct of the business of the Company;
- (l) guarantee obligations of entities in which the Company has a direct or indirect interest;
- (m) alter the limited liability company form of the Company to the extent such change is in the best interests of the Company; provided, that the equity structure of the

Company, including all rights, priorities and preferences of the Members, is not substantively altered thereby;

- (n) enter, make and perform such other contracts, agreements and other undertakings as may be necessary or advisable or incidental to the carrying out of any of the foregoing powers, objects or purposes;
- (o) borrow, enter into credit and other financing facilities, or otherwise obtain other financing financial accommodations from time to time, with such institutional or other lenders, and for such sums and on such terms and conditions, as the Managers deem necessary or appropriate for the purposes of the Company;
- (p) place title to, or the right to use, Company assets in the name or names of a nominee or nominees for any purpose the Managers deem convenient or beneficial to the Company;
- (q) prosecute, defend, settle or compromise any actions, claims, investigations or tax audits at the Company's expense as the Managers deem necessary or proper to enforce or protect the interests and property of the Company and to satisfy any judgment or settlement;
- (r) include in any mortgage, lien or security interest granted by the Company a confession of judgment against the Company;
- (s) execute all other instruments of any kind or character and to take all action of any kind or character which the Managers may in their sole discretion determine to be necessary or appropriate in connection with the business of the Company; and
- (t) issue additional Units or create and issue additional classes of Units to existing Members or additional Members.

#### 4.4 Limitations on Authority.

The Managers shall not have the authority to file for dissolution of the Company.

#### 4.5. Tax Matters Representative. With respect to the Company's tax matters:

(a) A person designated by the Managers shall be the Company's "tax representative" within the meaning of Code Section 6223, who shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 4.5, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified. Carlos Rose or his designee shall be the initial tax representative as defined in the Code;

(b) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member

rather than by the Company, then the tax representative may cause the Company to make such election;

(c) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the tax representative, in its discretion, may cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Members for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code Section 6225(d)(1)). In the event that the tax representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the tax representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year;

(d) The tax representative is authorized to (A) extend the statute of limitations for assessment and (B) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company; and

(e) If requested by a Member, the tax representative shall keep such Member reasonably informed regarding matters for which the tax representative is responsible while acting as the tax matters representative relating to the Company or any Affiliate.

#### 4.6 Indemnification.

(a) To the fullest extent permitted under Applicable Law, the Company shall severally indemnify and hold harmless any Person (an “**Indemnified Party**”) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company) by reason of or arising from any acts or omissions (or alleged acts or omissions) on behalf of the Company or in furtherance of the interests of the Company arising out of the Indemnified Party’s activities as a Manager, Tax Matters Representative, officer, employee, trustee or agent of the Company against losses, damages or expenses (including reasonable attorneys’ fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Indemnified Party in connection with such action, suit or proceeding and for which such Indemnified Party has not otherwise been reimbursed, so long as such Indemnified Party did not act in bad faith or in a manner constituting gross negligence or willful misconduct or materially breach this Agreement. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not of itself (except insofar as such judgment, order, settlement or plea shall itself specifically provide) create a presumption that the Indemnified Party acted in bad faith or in a manner constituting gross negligence or willful misconduct or materially breached this Agreement. In addition, to the fullest extent permitted under Applicable Law, reasonable expenses incurred by an Indemnified Party in defending any such actual or threatened proceeding or investigation shall be paid by the Company in advance of the final disposition of such proceeding or investigation upon receipt by the Company of an

undertaking by or on behalf of the Indemnified Party to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that the Indemnified Party is not entitled to be indemnified as authorized by this Section 4.6. For the avoidance of doubt, conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the conduct or activity is reasonably believed to be in compliance with applicable state laws. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Board deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

(b) Non-Exclusivity of Section 4. The indemnification provided by this Section and/or the Certificate of Formation of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under Applicable Law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to a Person who has ceased to be a Manager, officer, employee, counsel or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

(c) Insurance. To the extent determined by the Managers, the Company shall purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, against any liability that may be asserted against or expenses that may be incurred by any such Persons in connection with the activities of the Company or such Persons, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article IV.

(d) Exculpation. Notwithstanding any other provision of this Agreement, no officer, attorney or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 4.6(d) shall be enforceable to the maximum extent permitted by law.

(e) Savings Clause. If this Section 4.6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Section 4.6 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, finds and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Section 4.6 that shall not have been so invalidated and to the fullest extent permitted by Applicable Law.

4.7. Information Requested by Managers. Each Member agrees promptly to provide the Managers with information about such Member that the Managers reasonably request to comply with any regulatory, tax or legal requirement related to business of the Company.

4.8. Qualifications of Members

Each Member, to the extent required by applicable law, shall be an Accredited Investor, as defined in Regulation D promulgated under the Securities Act. Each Member shall be required to (i) sign this Agreement or a joinder to this Agreement if acquiring Units of the Company, (ii) comply with and be in compliance with the regulations and rules promulgated, from time to time, by the CCC, and (iii) agrees to either cure any breach of those regulations and rules, or sell their Units, if notified by the Company of any non-compliance with current regulations or rules of the CCC, if notified by the Company of any non-compliance with current regulations or rules of the CCC.

ARTICLE V  
Capital Accounts, Allocations and Distributions

5.1.1 Capital Accounts.

(a) A separate capital account will be maintained for each Member in accordance with the provisions of Regulations Section 1.704-1(b)(2)(iv) (each a "**Capital Account**").

(b) In connection with the admission or withdrawal of a Member, or other change in the Membership Interest of a Member, or a Capital Contribution of money or other property (other than a *de minimis* amount) by a new or existing Member as consideration for an Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a *de minimis* amount) by the Company to a withdrawing Member, the Capital Account of the Members shall be adjusted to reflect a revaluation of Company property (including tangible assets) in accordance with Regulations Section 1.704-1(b)(2)(iv)(f). If, under Section 1.704-1(b)(2)(iv)(f) of the Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and the book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Code Section 704(c).

(c) In the event of a sale or exchange of any Interest, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Interest in accordance with Regulations Section 1.704-1(b)(2)(iv).

(d) The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder, and this Agreement shall be interpreted in a manner consistent therewith.

Section 5.1.2 Allocation of Profits and Losses. The income, gains, losses, deductions and credits of the Company shall be allocated for book and federal, state and local income tax purposes among the Members in a manner consistent, in the judgment of the Managers, with the related distributions or expected distributions pursuant to Section 5.2. The Managers are authorized (i) to interpret and apply the tax allocation provisions hereof as providing for a "qualified income offset," "minimum gain chargeback" and such other allocation principles as may be required under section 704 of the Code and applicable Regulations; (ii) to determine the

tax allocation of specific items of income, gain, loss, deduction and credit of the Company; and (iii) to vary any and all of the foregoing tax allocation provisions to the extent necessary in the judgment of the Managers to comply with section 704 of the Code and applicable Regulations.

## 5.2 Distributions.

(a) Prior to any distributions by the Company pursuant to this Section 5.2, the Company shall set aside those amounts determined by the Managers to be necessary or appropriate: (i) to pay and discharge of all of the Company's current debts and liabilities to creditors (including compensation to the Managers, officers and employees, debts to Members and other similar expenses, so long as the same are incurred in accordance with the terms and conditions of this Agreement, in the order of priority as provided by law); and (ii) to fund reserves for debts and liabilities not then due and owing and for contingent liabilities.

(b) Subject to Section 5.2(a) above and Section 5.5 below, distributions of Available Cash Flow (and for avoidance of doubt, excluding any distributions made in connection with a Deemed Liquidation Event) shall be made at such times and in such amounts as may be determined by the Managers, such distributions shall be made as follows:

(i) Operations. Available Cash Flow, if any, shall be distributed to all of the Members *pro rata* in accordance with the number of Units held by each such Member.

(ii) Deemed Liquidation Event (Special Distribution). Available Cash Flow from any Deemed Liquidation Event, if any, shall be distributed to the Members as follows:

(A) *First*, to the Members before any payment shall be made to the holders of any other Class of Units by reason of each such Member's ownership thereof in an amount equal to one (1) times each such Member's total outstanding Capital Contributions.

(B) *Second*, after the Distributions in accordance with the preceding Section 5.2(b)(ii)(A) above of all amounts required to be paid, the remaining Available Cash Flow of the Company from a Deemed Liquidation Event available for distribution to its Members shall be distributed among all of the other Members *pro rata* based on the number of Units held by each such Member.

5.3 Distribution in Kind. The Company may make distributions in kind, which distributions will be allocated among the parties as provided in Section 5.2. Unrealized gains and losses with respect to assets distributed in kind will be deemed to have been realized immediately before such distribution for all purposes of this Agreement. For purposes of determining such gains and losses, the value of non-cash assets distributed to Members shall be determined in good faith by the Managers.

5.4 Tax Withholding. Each Member hereby authorizes the Managers to withhold and pay over any withholding or other taxes payable by the Company as a result of the Member's status as a Member hereunder, if any. If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member: (a) any amount which is (i) actually withheld from a distribution, including as a component of such distribution or such Member's share of a distribution pursuant to Section 5.5, if any, that would otherwise have been made to such Member

and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the Managers, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 5.4 shall be repaid by such Member to the Company within thirty (30) days after the Managers give notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at a fixed annual rate equal determined by the Managers in each instance. The Managers shall collect any unpaid amounts from any Company distributions that would otherwise be made to such Member.

5.5. Tax Distributions. In addition to the distributions to be made pursuant to Section 5.2 above, the Company shall attempt, but not be compelled, to make a distribution to each Member in an amount which the Managers shall determine in good faith (in consultation with the Company's independent accountants, if so desired) is sufficient to fund the tax obligations attributable to all Membership Interests of such Member on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of this Section 5.5, the highest effective combined income tax rate applicable to any individual Member shall be used to determine the amount sufficient to fund the tax obligations of all Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. All amounts distributed to a Member with respect to any fiscal year pursuant to this Section 5.5 shall be reduced by any distributions made pursuant to Section 5.2 for such fiscal year or prior to the expiration of the ninety (90) day period following the end of such fiscal year. Any amount distributed pursuant to this Section 5.5 will be deemed to be an advance distribution of amounts otherwise distributable to the Members pursuant to Section 5.2 and will reduce the amounts that would subsequently otherwise be distributable to the Members pursuant to those Sections.

5.6. Guaranteed Payments. Amounts distributed pursuant to Sections 5.2, 5.3 or 5.5 are not intended to constitute guaranteed payments within the meaning of Section 707(c) of the Code and shall be treated as distributions for purposes of computing the recipients' Capital Accounts. Guaranteed Payments may be made to the Members as and when determined by the Managers and the recipient Member.

## ARTICLE VI

### Company Expenses and Compensation of the Managers, Members, Others

6.1 Compensation of the Manager. The Managers may receive such salary, fees or other compensation for services as reasonably determined by the Managers.

6.2 Reimbursement and Compensation of Members. Members may be entitled to receive fees, salary or remuneration for services rendered to the Company, as reasonably determined from time to time by the Managers. Additionally, Members may be entitled to reimbursement of expenses reasonably incurred on behalf of the Company, as reasonably determined by the Managers. Such expenses shall include, without limitations, supplies and

equipment, rentals, salaries to third persons, insurance, legal services, accounting services, fees or commissions paid to third parties, and similar costs and expenses.

6.3 Reimbursements and Compensation of Others. The Company shall pay the officers, employees, independent contractors, consultants, agents and all other Persons performing services for or on behalf of the Company such wages, fees, expenses, reimbursements, equity grants and other compensation as may be determined by the Managers.

## ARTICLE VII Relationship of Manager, the Company and Others

### 7.1. Other Activities of Managers and Members.

(a) A Member or a Manager may have business interests and engage in business activities in addition to those connected with the Company, which interests and activities may be in one or more industries similar to or different from those of the Company. No transaction or contract to which the Company is or may be a party, shall be void, voidable or a breach of fiduciary duty for reason that the Manager, any Member or any Affiliate of the Manager, or any Member, is a party thereto. The Company, Managers and Members hereby agree that, to the extent permitted under Applicable Law, no party hereto shall be liable to the Company for any claim arising out of, or based upon, (i) the investment by such party in any entity competitive with the Company, or (ii) actions taken by any partner, officer or other representative of such party to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve any such party from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement.

(b) Each Member acknowledges that it, or, if such Member is a business entity, its equity holders that have a beneficial ownership of more than 9.99% of the Company's equity (or such lesser amount as required by applicable regulatory requirements) that such Member's directors, officers, general partner or managers (each a "**Background Party**"), may be required to submit to a background check in connection with the Company's or any of its Subsidiaries' or Affiliates' efforts to obtain licensure or for any other business purpose of the Company. Each Member agrees that it and any and all Background Parties will cooperate with all reasonable requests from the Company in this regard including, but not limited to, executing authorizations to conduct any required background search.

(c) So long as each Member remains a Member of the Company hereunder, each such Member and its Affiliates or related entities shall not invest in any CRB Person that is competitive with the Company in Massachusetts, except that any Member may invest in a CRB Person with operations in Massachusetts that is directly competitive with the Company; provided that such Member does not have a beneficial ownership or other financial interest in such CRB Person that exceeds 9.99% (or such lesser amount as required by the applicable regulatory requirements) and such Member or any Background Party is not a Person or Entity Having Direct or Indirect Control with respect to any other CRB Person in Massachusetts. Notwithstanding the foregoing, this

subsection (c) shall not apply to [any companies owned by the Initial Manager existing as of the date hereof], or as otherwise approved by the Board.

(d) Each Members shall provide seven (7) days advance notice to the Company of an investment by any such Member in any CRB Person (the "**Opportunities**"). Each Member agrees that it will not invest in Opportunities in states that have limitations on the number of cannabis licenses that a company may own and/or the financial interests that an individual may retain in multiple cannabis licenses, but only to the extent that such investment(s) could reasonably be expected to preclude the Company or any of its Subsidiaries or Affiliates from expanding its operations, obtaining cannabis licenses from, or investing in Opportunities, in the respective state.

(e) To the extent that (i) any Member or any Background Party acquires equity ownership or financial interest in a CRB Person in Massachusetts or any other state in which the Company or any of its Subsidiaries or Affiliates possesses or is pursuing cannabis licensure and (ii) such ownership could reasonably be expected to jeopardize the Company's or any of its Subsidiaries' or Affiliates' licensure (or pending license application), the Member agrees that it shall or shall cause such Background Party to divest itself of such ownership or financial interest.

(f) To the extent that (i) any Member or any Background Party becomes a Person or Entity Having Direct or Indirect Control in another CRB Person in Massachusetts or any equivalent of a Person or Entity Having Direct or Indirect Control in any other state in which the Company or any of its Subsidiaries or Affiliates possesses or is pursuing cannabis licensure and (ii) such Person or Entity Having Direct or Indirect Control position could reasonably be expected to jeopardize the Company's or any of its Subsidiaries' or Affiliates' licensure (or pending license application), the Member agrees that it shall or shall cause such Background Party to resign from such Person or Entity Having Direct or Indirect Control position.

7.2. Business Activities with Affiliates. The Managers may from time to time in the conduct of Company affairs consult with, utilize the services of, or otherwise engage in business activities with one or more Managers, Members or Affiliates of a Manager or Member. The Company shall disclose any such engagement to the Managers prior to entering into an agreement in connection therewith.

### 7.3 Interested Member, Manager or Officer Contracts.

(a) No contract or other transaction between the Company and (a) one or more of its Members, Managers, officers or Affiliates thereof (collectively, "**Insiders**") or (b) any other entity in which one or more Insiders of the Company is an equity holder, director, manager or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members or Managers, as applicable, at which such contract is authorized or (iii) because the vote of such officer, Manager or Member is counted at the meeting of the Members or Managers, as applicable, at which such contract is authorized, if the Managers approves such transaction and one of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider's interest therein (if any), have been disclosed to or are known by the majority of all the Managers and such contract or

amendment thereto has been specifically approved in good faith by the Managers, without counting the vote of any interested Person; or

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Managers.

Persons so interested may be counted when present at meetings of the Members or the Managers, as applicable, for the purpose of determining the existence of a quorum.

(b) To the extent the Managers appoint any of its members to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company.

## ARTICLE VIII

### Withdrawal; Powers Reserved to Members

8.1. Withdrawal by Members. Except as expressly permitted by this Agreement or pursuant to a separate written agreement with the Company, no Member shall have the right to withdraw from the Company.

8.2. Actions Requiring Approval of the Members. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Managers shall not take any action which is expressly reserved to the Members in this Agreement or in the Act, actions unless doing so has been approved by a majority of the Percentage Interests of the Members.

## ARTICLE IX

### Transfers

#### 9.1 Transfers by Members.

(a) Compliance with Securities Laws. No Member shall Transfer all or any portion of such Member's Units unless such Transfer (i) is made pursuant to and in accordance with this Article IX, (ii) is made in compliance with the Securities Act of 1933, as amended or with any other governmental or regulatory agency under any securities laws or so-called "blue-sky" laws of any state (collectively, the "Securities Laws") and (iii) to the extent applicable, but subject to the Exempt Transfer exceptions in Section 9.4(i), such Member complies with the provisions of Section 9.3 and 9.4 if applicable to such Member. Any purported Transfer by any Member (including any assignee thereof) of any Units not made strictly in accordance with the provisions of this Article IX shall be entirely null and void ab initio. No Transfer shall be recognized by the Company, nor shall the Company be liable or responsible in respect of any Transfer or transferee, until the requirements of this Section 9.1 and Section 1.6 have been complied with. In addition to the foregoing, and except for Transfers expressly permitted or required by this Agreement, no Member shall make, effect or permit any Transfer of all or any portion of such Member's Units without the prior written consent of the Managers in their sole discretion.

(b) Notice of Transfer, etc. Notwithstanding anything to the contrary set forth in this Agreement:

(i) By acceptance of any Restricted Securities the holder thereof agrees, prior to any Transfer of any Restricted Securities, to give written notice to the Company of such holder's intention to effect such Transfer and to comply in all other respects with the provisions of this Section 9.1. Each such notice shall describe the manner and circumstances of the proposed Transfer and shall be accompanied, if requested by the Company, by the written opinion, addressed to the Company, of counsel for the holder of Restricted Securities, as to whether in the opinion of such counsel (which opinion and counsel shall be reasonably satisfactory to the Company and which counsel may be the in-house counsel of such holder) such proposed Transfer involves a transaction requiring registration of such Restricted Securities under the Securities Act; provided, however, that (x) in the case of a holder of Restricted Securities which is an Entity, no such opinion of counsel shall be necessary for a Transfer by such holder of Restricted Securities to a stockholder, equity holder or Affiliate of such Entity; and (y) no such opinion shall be required in connection with a Transfer pursuant to Rule 144 (as amended from time to time) promulgated under the Securities Act (or successor rule thereto), provided, further, however, that the Company shall be provided with customary written representations relating to such transaction.

(ii) If in the opinion of such counsel (if such opinion is required hereunder) the proposed Transfer of Restricted Securities may be effected without registration under the Securities Act, the holder of Restricted Securities shall thereupon be entitled to Transfer Restricted Securities in accordance with the terms of the notice delivered by it to the Company and subject to the restrictions otherwise set forth herein.

(iii) No Transfer of any Member's Units to any transferee or assignee (other than a transferee or assignee that was already a Member immediately prior to such Transfer), shall be effective until such transferee or assignee executes and delivers to the Managers a copy of this Agreement or a counterpart hereof whereby such transferee or assignee agrees to be bound by the provisions of this Agreement. Any Member who is admitted as a Member of the Company subsequent to an effective Transfer consummated in accordance with this Article IX shall succeed to all the rights and be subject to all the obligations of the transferring Member hereunder in respect of the interest as to which it was substituted. The terms "Member" and "Members" used in this Agreement shall be deemed to apply to and include each substituted and additional Member admitted as a Member to the Company pursuant to this Article IX.

## 9.2 Prohibited Transfers.

(a) Notwithstanding anything to the contrary set forth herein, no Member shall Transfer all or any portion of such Member's Units (i) to any Person or Entity that, in the determination of the Managers, competes, directly or indirectly, with the business of any of the Company, except pursuant to a Transfer under Section 9.5; (ii) if such Transfer would cause the Company to become subject to the registration requirements of the U.S. Investment Company Act of 1940, as amended from time to time; (iii) if such Transfer would be a "prohibited transaction" under ERISA or the Code or cause all or any portion of the assets of the Company to constitute "plan assets" under ERISA or Section 4975 of the Code; (iv) the Managers determines in their sole discretion that such transaction will either cause the Company to be characterized as a "publicly traded partnership" or will materially increase the risk that the Company will be so characterized; or (v) such admission will cause the Company to have any of its licenses or permits to operate rescinded, revoked, suspended, or not renewed. For purposes of this Section 9.2, the phrase

“publicly traded partnership” shall have the meanings set forth in Section 7704(b) and 469(k) of the Code. In particular and without limiting the foregoing, no Transfer shall be permitted, given effect or otherwise recognized, and such Transfer (or purported Transfer) shall be void ab initio, if at the time of such Transfer (or as a result of such Transfer) Units are (or would become) traded on an “established securities market” (within the meaning of Treasury Regulation Section 1.7704-1(b)) or are (or would become) “readily tradable on a secondary market or the equivalent thereof” (within the meaning of Treasury Regulation Section 1.7704-1(c)).

(b) No Transfers to Prohibited Persons. No Member may Transfer, in whole or in part, its Units, or any interest therein or Units thereunder, to (i) a minor or incompetent, unless by will or intestate succession, (ii) any Person with a conviction or plea of nolo contendere of a felony or crime involving moral turpitude or civil judgment for fraud or larceny, (iii) any Person that may interfere with the ability of the Company or any of its Affiliates to maintain a license or permit to deliver or sell cannabis or otherwise continue to operate the business or maintain a bank account or insurance; (iv) if such admission will cause the Company to no longer be classified, or otherwise lose any status it may have, as a minority-owned ("MBE") businesses, as certified by the State's Supplier Diversity Office (the "SDO") or the CCC; or (v) such admission will cause the Company to no longer be classified, or otherwise lose any status it may have, as a "Social Equity Program Participant" (as such term is defined in State regulation 935 CMR 500.002) or as an "equity applicant" (pursuant to Chapter VIII, Section 8-13.3 of the Municipal Code of the City of Boston, Massachusetts).

### 9.3 Right of First Refusal.

(a) Grant. Subject to the Exempt Transfer terms of Section 9.4(i) below, each Member hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Units that such Member may propose to transfer in a Proposed Member Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Member proposing to make a Proposed Member Transfer must deliver a Proposed Transfer Notice to the Company and each Member not proposing to make a Proposed Member Transfer (the "Other Holders") not later than forty-five (45) days prior to the consummation of such Proposed Member Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Member Transfer, the amount of each class or series of Transfer Units to be sold by such Member, the identity of the Prospective Transferee and the intended date of the Proposed Member Transfer. To exercise its Right of First Refusal under this Section 9.3, the Company must deliver a Company Notice to the selling Member within fifteen (15) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Member with the Company that contains a preexisting right of first refusal, the Company and the Member acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 9.3(a) and this Section 9.3(b).

(c) Grant of Secondary Refusal Right to Other Holders. Subject to the Exempt Transfer terms of Section 9.4(i) below, each Member hereby unconditionally and irrevocably

grants to the Other Holders a Secondary Refusal Right to purchase all or any portion of the Transfer Units not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section 9.3(c). If the Company does not intend to exercise its Right of First Refusal with respect to all Transfer Units subject to a Proposed Member Transfer, the Company must deliver a Secondary Notice to the selling Member and to each Other Holder to that effect no later than fifteen (15) days after the selling Member delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, an Other Holder must deliver an Other Holder Notice to the selling Member and the Company within ten (10) days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(d) Undersubscription of Transfer Units. If options to purchase have been exercised by the Company and the Other Holders with respect to some but not all of the Transfer Units by the end of the ten (10) day period specified in the last sentence of Section 9.3(c) (the "Other Holder Notice Period"), then the Company shall, immediately after the expiration of the Other Holder Notice Period, send written notice (the "Company Undersubscription Notice") to those Other Holders who fully exercised their Secondary Refusal Right within the Other Holder Notice Period (the "Exercising Other Holders"). Each Exercising Other Holder shall, subject to the provisions of this Section 9.3(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Transfer Units on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Other Holder must deliver an Undersubscription Notice to the selling Member and the Company within ten (10) days after the expiration of the Other Holder Notice Period. In the event there are two or more such Exercising Other Holders that choose to exercise the last-mentioned option for a total number of remaining Transfer Units in excess of the number available, the remaining Transfer Units available for purchase under this Section 9.3(d) shall be allocated to such Exercising Other Holders pro rata based on the number of Transfer Units such Exercising Other Holders have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any Transfer Units that any such Exercising Other Holder has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining Transfer Units are exercised in full by the Exercising Other Holders, the Company shall immediately notify all of the Exercising Other Holders and the selling Member of that fact.

(e) Consideration; Closing. If the consideration proposed to be paid for the Transfer Units is in property, services or other non-cash consideration, it shall be at the Fair Market Value of the consideration and set forth in the Company Notice. If the Company or any Other Holder cannot for any reason pay for the Transfer Units in the same form of non-cash consideration, the Company or such Other Holder may pay the cash value equivalent thereof, as determined in good faith by the Managers and as set forth in the Company Notice. The closing of the purchase of Transfer Units by the Company and the Other Holders shall take place, and all payments from the Company and the Other Holders shall have been delivered to the selling Member, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Member Transfer; and (ii) sixty (60) days after delivery of the Proposed Transfer Notice.

(f) Waiver. The secondary rights of first refusal in this Section 9.3 may be waived by a vote or consent of a majority of the voting Members on behalf of all Members.

#### 9.4 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Units subject to a Proposed Member Transfer are not purchased pursuant to Section 9.3 above and thereafter are to be sold to a Prospective Transferee then, subject to the Exempt Transfer terms of Section 9.4(i), each respective Other Holder may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Member Transfer as set forth in Section 9.4(b) below and, subject to Section 9.4(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Other Holder who desires to exercise its Right of Co-Sale (each, a "**Participating Other Holder**") must give the selling Member written notice to that effect within fifteen (15) days after the deadline for delivery of the Secondary Notice described above, and upon giving such notice such Participating Other Holder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Units Includable. Each Participating Other Holder may include in the Proposed Member Transfer all or any part of such Participating Other Holder's Applicable Units equal to the product obtained by multiplying (i) the aggregate number of Transfer Units subject to the Proposed Member Transfer (excluding Transfer Units purchased by the Company or the Participating Other Holders pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of Applicable Units owned by such Participating Other Holder immediately before consummation of the Proposed Member Transfer (including any Transfer Units that such Other Holder has agreed to purchase pursuant to the Secondary Refusal Right) and the denominator of which is the total number of Applicable Units owned, in the aggregate, by all Participating Other Holders immediately prior to the consummation of the Proposed Member Transfer (including any Transfer Units that all Participating Other Holders have collectively agreed to purchase pursuant to the Secondary Refusal Right), plus the number of Transfer Units held by the selling Member(s). To the extent one or more of the Participating Other Holders exercise such right of participation in accordance with the terms and conditions set forth herein, the number of Transfer Units that the selling Member may sell in the Proposed Member Transfer shall be correspondingly reduced.

(c) Purchase and Sale Agreement. The Participating Other Holders and the selling Member agree that the terms and conditions of any Proposed Member Transfer in accordance with 9.4 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Other Holders and the selling Member further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other Transfer in accordance with this Section 9.4.

#### (d) Allocation of Consideration.

(i) The aggregate consideration payable to the Participating Other Holders and the selling Member shall be allocated based on the number of Applicable Units sold to the Prospective Transferee by each Participating Other Holder and the selling Member as provided in Section 9.4(b), as if (A) such Transfer were a Deemed Liquidation Event, and (B) the Applicable Units sold in accordance with the Purchase and Sale Agreement were the only Applicable Units outstanding. In the event that a portion of the aggregate consideration payable to the Participating Other Holder(s) constitutes Initial Consideration and Additional Consideration, the Purchase and

Sale Agreement shall provide that (1) the portion of such consideration that is Initial Consideration shall be allocated in accordance with Section 5.2 as if the Initial Consideration were the only consideration payable in connection with such Transfer, and (2) any Additional Consideration which becomes payable to the Participating Other Holder(s) and selling Member shall be allocated in accordance with Section 5.2 after taking into account the previous payment of the Initial Consideration and prior Additional Consideration as part of the same Transfer.

(e) Purchase by Selling Member; Deliveries. Notwithstanding Section 9.4(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Other Holder or Other Holders or upon the failure to negotiate a Purchase and Sale Agreement reasonably satisfactory to the Participating Other Holders, no Member may sell any Transfer Units to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Member purchases all securities subject to the Right of Co-Sale from such Participating Other Holder or Other Holders on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Section 9.4(d)(i); provided, however, if such sale constitutes a Change of Control, the portion of the aggregate consideration paid by the selling Member to such Participating Other Holder or Other Holders shall be made in accordance with the first sentence of Section 9.4(d)(ii). In connection with such purchase by the selling Member, such Participating Other Holder or Other Holders shall deliver to the selling Member evidence of Transfer of the Applicable Units being purchased by the selling Member (or request that the Company effect such Transfer in the name of the selling Member). Any such units transferred to the selling Member will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Units pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the selling Member shall concurrently therewith remit or direct payment to each such Participating Other Holder the portion of the aggregate consideration to which each such Participating Other Holder is entitled by reason of its participation in such sale as provided in this Section 9.4(e).

(f) Additional Compliance. If any Proposed Member Transfer is not consummated within forty five (45) days after receipt of the Proposed Transfer Notice by the Company, the Member(s) proposing the Proposed Member Transfer may not sell any Transfer Units unless they first comply in full with each provision of this Article IX. The exercise or election not to exercise any right by any Other Holder hereunder shall not adversely affect its right to participate in any other sales of Transfer Units subject to this Section 9.4.

(g) Effect of Failure to Comply.

(i) Transfer Void; Equitable Relief. Any Proposed Member Transfer not made in compliance with the requirements of Sections 9.3 or 9.4 shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other Transfers of Transfer Units not made in strict compliance with this Agreement).

(ii) Violation of First Refusal Right. If any Member becomes obligated to sell any Transfer Units to the Company or any Other Holder under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement, the Company and/or such Other Holder may, at its option, in addition to all other remedies it may have, send to such Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Company or such Other Holder (or request that the Company effect such transfer in the name of a Other Holder) on the Company's books any instruments representing the Transfer Units to be sold.

(iii) Violation of Co-Sale Right. If any Member purports to sell any Transfer Units in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Other Holder who desires to exercise its Right of Co-Sale under Section 9.4 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Member to purchase from such Other Holder the type and number of Applicable Units that such Other Holder would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Section 9.4. The sale will be made on the same terms and subject to the same conditions as would have applied had the Member not made the Prohibited Transfer, except that the sale (including the delivery of the purchase price) must be made within ninety (90) days after the Other Holder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 9.4. Such Member shall also reimburse each Other Holder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Other Holder's rights under Section 9.4.

(h) Waiver. The right of co-sale in this Section 9.4 may be waived by a vote or written consent of a majority of the voting Members on behalf of all Members.

(i) Exempt Transfers.

(i) Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 9.3 and 9.4 shall not apply (each an "**Exempt Transfer**"): (a) in the case of a Member that is an entity, upon a Transfer by such Member to its stockholders, members, partners or other equity holders; *provided, however*, solely for purposes of this Section 9.4(i)(i)(a), the definition of "Transfer" shall expressly exclude any indirect sale, transfer, assignment, pledge, mortgage or other disposition thereof, (b) to a repurchase of Transfer Units from a Member by the Company pursuant to an agreement containing vesting and/or repurchase provisions approved by the Managers, (c) in the case of a Member that is a natural person, upon a Transfer of Transfer Units by such Member made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Member (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any other relative approved by the Managers, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Member or any such family members or (d) in the case of a Transfer to another Member of the Company, a Member may Transfer Units to another Member without the consent of the Managers; *provided that* in the case of clause(s) (a) or (c), the Member shall deliver prior written notice to the Other Holders of such Transfer and such Transfer Units shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such Transfer, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall

be bound by all the terms and conditions of this Agreement as a Member (but only with respect to the securities so Transferred to the transferee), including the obligations of a Member with respect to Proposed Member Transfers of such Transfer Units pursuant to this Agreement; *and provided, further*, in the case of any Transfer pursuant to clause (a) above, that such Transfer is made pursuant to a transaction in which there is no consideration actually paid for such Transfer; and *provided, further*, in the case of any Transfer pursuant to clause (d) from a Member who is also a Manager, such Manager shall first grant a right of first refusal to such other Managers, on a pro-rata basis (which for avoidance of doubt, the process for which shall be consistent with the terms set forth in Section 9.3, however such right shall be granted only to such other Managers).

(ii) Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 9.3 and 9.4 shall not apply to the sale of any Transfer Units (a) to the public in an offering of equity securities of the Company or a successor to the Company pursuant to an effective registration statement under the Securities Act of 1933, as amended (a "Public Offering"); or (b) pursuant to a Deemed Liquidation Event.

(j) Termination. The rights of the Other Holders pursuant to Sections 9.3 and 9.4 shall automatically terminate upon the earlier of (a) a Qualified IPO; (b) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or Section 15(d) of the Securities Exchange Act of 1934, as amended; or (c) the consummation of a Deemed Liquidation Event.

#### 9.5 Drag-Along Rights.

(a) If, at any time, the Board or any Member receives a bona fide offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the issued and outstanding Units of the Company or the Board, by a two-thirds (2/3<sup>rd</sup>) super-majority vote, decides to undergo a Qualified IPO, the Board shall have the right to require that each Member (each, a "Drag-Along Member") participates in the Qualified IPO or in such sale, in the manner set forth in this Section 9.5, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Board or any Member; provided, however, that no Drag-Along Member shall be required to transfer or sell any of its Units, if the consideration for the drag-along sale is other than cash or registered securities listed on an established Public Exchange.

(b) Notwithstanding the foregoing, a Member will not be required to participate in a drag-along sale in accordance with Section 9.5(a), unless: (i) any representations and warranties to be made by such Member in connection with the drag-along sale are limited to representations and warranties related to authority, ownership, and the ability to convey title to such Units; (ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the drag-along sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and/or covenants of the Company as well as breach by any Member of any of identical representations, warranties, and/or covenants provided by all Members); (iii) the liability for indemnification, if any, of such Member in the drag-along sale and for the inaccuracy of any representations and warranties made by the Company or its Members in connection with such drag-along sale, is several and not joint with any other Person (except to the extent that funds may

be paid out of an escrow established to cover breach of representations, warranties, and/or covenants of the Company as well as breach by any Member of any of identical representations, warranties, and/or covenants provided by all Members), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Member in connection with such drag-along sale; (iv) upon the consummation of the drag-along sale each holder of each class or series of the Company's Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units; (v) subject to clause (iv) above, requiring the same form of consideration to be available to the holders of any single class or series of Units, if any holders of any Units are given an option as to the form and amount of consideration to be received as a result of the drag-along sale, all holders of such Units will be given the same option.

(c) For the avoidance of doubt, notwithstanding any provision of this Section 9.5 to the contrary, this Section 9.5 and Section 5.2(b)(i), as applicable, shall not apply to, and a Member shall not have the so-called "drag-along rights" in connection with, a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction(s) referred to in, and contemplated by, this Section 9.5, if any, and take all actions to waive any dissenters, appraisal, or other similar rights in connection with the consummation thereof.

## ARTICLE X Securities Laws Representations

10.1. Securities Laws Representations. The following provisions shall apply in respect of the acquisition of the membership interests in the Company by the Members:

(a) No registration statement relating to the Membership Interests in the Company or otherwise has been or shall be filed with the United States Securities and Exchange Commission under the Federal Securities Act of 1933, as amended, or with any other governmental or regulatory agency under any securities laws or so-called "blue-sky" laws of any state.

(b) Each Member represents and warrants to each other Member, to each Manager, and to the Company that:

(i) Such Member has the power and authority to execute and comply with the terms and provisions hereof.

(ii) Such Member's interest in the Company has been or will be acquired solely by and for the account of such Member for investment purposes only and is not being purchased for subdivision, fractionalization, resale or distribution; such Member has no contract, undertaking, agreement or arrangement with any Person to sell, transfer or pledge to such Person or anyone else such Member's interest in the Company (or any portion thereof); and such Member has no present plans or intentions to enter into any such contract, undertaking or arrangement.

(iii) Such Member's interest in the Company has not and will not be registered under the Securities Laws of any state, and cannot be sold or transferred without compliance with the registration provisions of the applicable Securities Laws, or compliance with

exemptions, if any, available thereunder. Such Member understands that neither the Company nor any Member nor the Managers have any obligation or intention to register the membership interests under any Federal or state securities act or law, or to file the reports to make public the information required by Rule 144 under the Securities Act of 1933, as amended.

(iv) Such Member expressly represents that (1) he, she or it has such knowledge and experience in financial and business matters in general, and in investments of the type to be made by the Company in particular; (2) he, she or it is capable of evaluating the merits and risks of an investment in the Company; (3) his, her or its financial condition is such that it has no need for liquidity with respect to its investment in the Company to satisfy any existing or contemplated undertaking or indebtedness; (4) he, she or it is able to bear the economic risk of its investment in the Company for an indefinite period of time, including the risk of losing all of such investment, and loss of such investment would not materially adversely affect it; and (5) he, she or it has either secured independent tax advice with respect to the investment in the Company, upon which such Member is solely relying or such Member is sufficiently familiar with the income taxation of partnerships and limited liability companies that he, she or it has deemed such independent advice unnecessary.

(v) Such Member acknowledges that the Managers have made all documents pertaining to the transaction available and have allowed it an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in the documents. Such Member is aware of the provisions of this Agreement providing for additional capital contributions and dilution of its interest in the Company.

(vi) Such Member has relied solely upon the documents submitted to it and independent investigations made by it in making the decision to purchase its membership interest in the Company.

(vii) Such Member expressly acknowledges that (1) no Federal or state agency has reviewed or passed upon the adequacy or accuracy of the information set forth in the documents submitted to such Member nor made any finding or determination as to the fairness for investment or any recommendation or endorsement of an investment in the Company; (2) there are restrictions on the transferability of such Member's membership interest; (3) there will be no public market for the membership interest of such Member, and, accordingly, it may not be possible for such Member to liquidate its investment in the Company; and (4) any anticipated Federal or state income tax benefits applicable to such Member's membership interest in the Company may be lost through changes in, or adverse interpretations of, existing laws and regulations.

**ARTICLE XI**  
**Amendments**

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Managers. Any amendment to this Agreement approved in accordance with the terms of this Article XI shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Managers shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on

behalf of any such Member pursuant to the power of attorney set forth in Section 14.3 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by Applicable Law, any amendment to this Agreement that adversely affects or adversely alters the rights, preferences or privileges of a class of Units that is, or may be authorized and added from time to time in a manner different than the holders of other Units (as the case may be) shall also require the vote of the Members holding at least a majority of the then issued and outstanding class of such Units (or such other Units authorized and added hereunder), as applicable, *provided, however*, for purposes of clarity the issuance of new Units pursuant to this Agreement (so long as done in accordance with any preemptive rights of Members) shall not require the vote of a majority of any class of Units; and any amendment that would alter the rights or obligations of any Member in a manner adverse and disproportionate to other Members shall require the prior written consent of such Member.

## ARTICLE XII

### Dissolution; Winding Up and Termination

12.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the earliest to occur of the following events:

- (a) the vote of not less than a majority of the Percentage Interests of the voting Members; or
- (b) the entry of a decree of judicial dissolution has occurred under the Act.
- (c) at any time there are no Members of the Company unless within ninety (90) days after the occurrence of the event that terminated the continued membership of the Members, the personal representative of the Members agree in writing to continue the Company and to the admission of such personal representative or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the Members

12.2. Liquidation; Deemed Liquidation Event. Upon the liquidation or dissolution of the Company, the Managers, or, in the event that there are no Managers, a Person or Persons approved by a majority of Percentage Interests of the Members as the "Liquidating Trustee," shall immediately commence to wind up the affairs of the Company; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation or a Deemed Liquidation Event shall be distributed, as realized, in the following order and priority:

- (a) to the creditors of the Company, including Members who are creditors to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment thereof or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for

payment has been made and liabilities for distributions to Members under Section 5.2; and then

- (b) to the setting up of any reserves which the Managers or the Liquidating Trustee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company;
- (c) thereafter, the balance to the Members in accordance with Section 5.2 of this Agreement; the “**Final Distribution**”, subject to the following:

- (x) Immediately prior to the Final Distribution, the Capital Account balances of the Members shall be adjusted, taking into account all Capital Contributions, distributions (other than the Final Distribution), and items of Profit and Loss (including any allocable items of gross income, gain, loss, and expense includible in the computation of Profit and Loss) for the taxable year of the Company in which such liquidation occurs and in which the Final Distribution is distributable, such that the Capital Account of each Member immediately prior to the Final Distribution equals (to the fullest extent possible) the distribution to be received by such Member pursuant to the Final Distribution; and

- (y) Notwithstanding anything to the contrary in this Agreement, if after the Capital Account adjustments described in Section 12.2(c)(x), the Capital Accounts of the Members are not equal to their respective shares of the Final Distribution, the Company shall (1) make a guaranteed payment (as determined under Section 707(c) of the Code) to the Members whose share of the Final Distribution exceeds any such Member’s Capital Account, and (2) specially allocate any expense associated with such guaranteed payment to the Members whose Capital Accounts exceeds such Member’s share of the Final Distribution to the extent necessary to make such Members’ individual Capital Accounts equal their respective shares of the Final Distribution.

Upon dissolution, the Managers or the Liquidating Trustee, as the case may be, may (i) liquidate all or a portion of the assets of the Company and apply the proceeds in accordance with this Section 12.2, and (ii) hire independent appraisers to appraise the value of the assets of the Company not sold or otherwise disposed of (the cost of such appraisal to be paid by the Company) and distribute such assets in accordance with this Section 12.2 as though such assets had been sold on the date of distribution; provided, however, that the Managers or the Liquidating Trustee shall in good faith attempt to liquidate sufficient Company assets to satisfy in cash the debts and liabilities of the Company.

12.3. Termination. The Company shall terminate when all the assets of the Company, if any, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article XI, and the Certificate of Formation shall have been canceled in the manner required by the Act.

12.4. Limitation on Obligation to Restore Deficit Capital Accounts. Absent the express unqualified requirements of Applicable Law, no Member having a deficit Capital Account balance upon the liquidation of the Company, or such Member's interest in the Company, as determined after taking into account all Capital Account adjustments for the fiscal year of the Company in which such event occurs, shall be required to restore such deficit. Such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE XIII  
Records; Reports; and Member Meetings

13.1. Fiscal Year and Records. The fiscal year of the Company shall be the calendar year. The Managers shall keep or cause to be kept complete and accurate books and records reflecting all activities of the Company. Such books and records of the Company shall be kept at its principal office, and the Members and their representatives shall at all reasonable times have access thereto for the purpose of inspecting or copying the same, subject to Section 15.1 below and such other confidentiality restrictions as the Managers may reasonably impose. The books of account of the Company shall be kept on the same basis as that followed by the Company for federal income tax purposes.

13.2. Reports. The Managers shall cause to be prepared the Company's appropriate state and federal income tax returns and shall use every effort to furnish the appropriate information tax returns to each Member within ninety (90) days after the end of the Company's fiscal year. The Managers shall prepare or cause to be prepared and shall furnish to each Member such other summary financial information of the Company as the Managers may determine in their discretion, including but not limited to quarterly management reports and unaudited financial statements due within forty-five (45) days following each quarter end.

13.3. Member Meetings.

(a) No Regular Meetings. There shall be no requirement of annual or other regular meetings of the Members.

(b) Special meetings may be called at any time by a Manager or Members holding not less than a majority of the Membership Interests of the Company entitled to vote. Written notice thereof shall be given no later than five (5) business days prior to the date of the meeting as set forth in the notice. Meetings of the Members shall be held at the principal place of business of the Company or at such other places, as a Manager or Member(s) holding a majority of Units entitled to vote may designate from time to time. Any meeting of the Members may be held by conference telephone or similar communication equipment so long as all Members participating in the meeting can hear one another, and all Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. It is the responsibility of the Manager or the Members, as the case may be, calling for a meeting to arrange for the appropriate communication equipment, to the extent practicable. The Members holding a majority of the Membership Interests in the Company entitled to vote shall constitute a quorum and the consent of the Members holding a majority of the Membership Interests in the Company entitled to vote who are present at the meeting shall be deemed the act of the Members. Meetings and votes of the

Members shall not require any formal proceedings, but shall be memorialized in writing, to the extent possible.

(c) Action by Written Consent Without a Meeting. Any action that may be taken at any meeting of the Members may be taken without a meeting and without prior notice if a consent in writing setting forth the action so taken is signed by such Members as would have been required to take such action at a meeting of the Members entitled to vote under the terms of this Agreement (or such greater number (or other measure) as is required to authorize or take such action under the Act). Any such written consent may be executed and given by telecopy or similar electronic means. Such consents shall be filed with the Company and shall be maintained in the Company's records.

13.4. Maintenance of Records. The accounting books and records, minutes of resolutions of the Members and all other information pertaining to the Company that is required to be made available to the Members under the Act shall be kept at such place or places designated by the Managers or in the absence of such designation, at the principal place of business of the Company. The minutes shall be kept in written form and the accounting books and records and other information shall be kept either in written form or in any other form capable of being converted into written form. The books of account and records of the Company shall be maintained in accordance with generally accepted accounting principles consistently applied during the term of the Company, wherein all transactions, matters and things relating to the business and properties of the Company shall be currently entered.

13.5 Delivery of Financial Statements. The Company shall deliver to each Member:

(a) as soon as practicable, but in any event within one hundred fifty (150) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of members' equity as of the end of such year prepared with the help of independent public accountants selected by the Company; and

(b) If, for any period, the Company has any Subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated Subsidiaries.

#### ARTICLE XIV Miscellaneous

14.1. Confidentiality. Unless otherwise required by law, each Member shall, and shall cause each of its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to it pertaining to the Company, other than information that such Member can demonstrate: (a) is generally known to the public (other than as a result of dissemination by such Member or its Affiliates); (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company; (c) was already in the possession of such Member

prior to such Member's execution of this Agreement; or (d) that the Managers have consented to in writing; provided, however, that the prohibitions set forth in this Section 14.1 shall not apply to any information that a Member is required by law, legal process or regulatory requirements to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

14.2 Representations and Warranties. Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(i) The undersigned is acquiring the Units of the Company solely for such Member's own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(ii) The undersigned acknowledges that: (A) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (B) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (C) there is no established or anticipated public market for the Units; (D) the offering price of the Units has been arbitrarily determined; (E) the value of the Units is speculative; and (F) transfer of the Units is restricted under the terms of this Agreement and by Applicable Law.

(iii) SUCH MEMBER UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY INTENDS TO ENGAGE, DIRECTLY OR INDIRECTLY, IN CANNABIS-RELATED ACTIVITIES AND THAT SUCH MEMBER HAS CONSIDERED ADDITIONAL RISK FACTORS THAT MAY AFFECT ANY INVESTMENT IN THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING:

(A) CANNABIS IS CLASSIFIED FEDERALLY AS A SCHEDULE I CONTROLLED SUBSTANCE. UNDER SUPREME COURT PRECEDENT, FEDERAL LAW CRIMINALIZING THE USE OF CANNABIS IS NOT PREEMPTED BY STATE LAW THAT LEGALIZES ITS USE. THUS, IRRESPECTIVE OF ANY STATE LAW OR OTHER REGULATORY LAW, THE FEDERAL GOVERNMENT COULD, AT ANY TIME, CHOOSE TO PROSECUTE THE COMPANY AND ITS OWNERS, WHICH MAY INCLUDE ITS MEMBERS;

(B) Because cannabis is illegal under federal law, many banking institutions take the position that they cannot accept for deposit money derived from the cannabis trade and, therefore, cannot do business with participants in the cannabis industry such as the Company; and

(C) Certain taxable deductions may be barred under Section 280E of the Code, which states that a business engaging in the trafficking of a Schedule I or II controlled substance (e.g., cannabis) is barred from taking certain "necessary and ordinary" tax deductions, and may only deduct its cost of goods sold/inventory costs.

(iv) Such Member will not, or is not reasonably expected to cause the Company to no longer be classified, or otherwise lose any status it may have, as a MBE, as certified by the State's SDO or the CCC.

(v) Such Member will not, or is not reasonably expected to cause the Company to no longer be classified, or otherwise lose any status it may have, as a "Social Equity Program Participant" (as such term is defined in State regulation 935 CMR 500.002) or as an "equity applicant" (pursuant to Chapter VIII, Section 8-13.3 of the Municipal Code of the City of Boston, Massachusetts).

(vi) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

(vii) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

14.3 Power of Attorney. Each Member hereby constitutes and appoints the Board of Managers of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Article XI; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

14.4 Separate Counsel. Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed

and delivered this Agreement to the Company with the intent to be legally bound hereby. The Member further acknowledges that he/she/it is not being represented by Prince Lobel Tye LLP, counsel to the Company ("PLT"), in connection with the review or negotiation of the terms of this Agreement. The Member is not relying on PLT and understands and agrees that it should consult its own attorneys, accountants, investment advisors and other professional advisors as to legal, tax and related matters concerning this Agreement.

14.5. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. Any Person agreeing in writing to be bound by the provisions of this Agreement shall be deemed to have executed a counterpart of this Agreement for all purposes hereof. Signatures delivered by facsimile, .pdf or other electronic means shall have the same force and effect as original signatures.

14.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict or choice of law provisions that would make applicable the domestic substantive law of any other jurisdiction.

14.7. Arbitration. The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Managers, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Boston, Massachusetts, or any other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

14.8. Consent to Jurisdiction. Subject to Section 14.7 above, each Member:

- (a) irrevocably submits to the nonexclusive jurisdiction of the state courts of the Commonwealth of Massachusetts and to the nonexclusive jurisdiction of the United States District Court for the Commonwealth of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof or in any way connected to the dealings of any Member or the Company in connection with any of the above;
- (b) waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-named courts, any claim

that such Member is not subject personally to the jurisdiction of such court, that such Member's property is exempt or immune from attachment or execution, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and

- (c) consents to service laws of the Commonwealth of Massachusetts, agrees that service of process in the manner and at the address specified pursuant to Section 14.10 is reasonably calculated to give actual notice, and waives and agrees not to assert by way of motion, as a defense or otherwise, in any such proceeding any claim that service of process made in accordance with this paragraph does not constitute good and sufficient service of process.

The parties hereto acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under U.S. federal law, including the investment in a company engaging in such activities, and the parties expressly waive any defense to the enforcement of the terms and conditions of this Agreement based upon non-conformance with applicable law relating to cannabis (marijuana) and the cannabis (marijuana) industry.

**14.9. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH MEMBER WAIVES, AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE.** The Company or any Member may file an original counterpart or a copy of this Section 14.9 with any court as written evidence of the consent of the Members to the waiver of their rights to trial by jury.

14.10. Notices. Any notice, demand or other communication given to a Member or the Company under this Agreement shall be deemed to be given if given in writing addressed as provided below, and if either (a) delivered to such address (by reputable same day or overnight courier, or (b) actually delivered in person by hand. All notices shall be given: (i) if to the Managers or the Company, to the Company's corporate offices set forth in Section 1.3 above; and (ii) if to any Member, to it at its, his or her address set forth on Schedule A.

14.11. Waiver of Partition. Each Member hereby waives any rights to partition the property of the Company.

14.12. Successors. This Agreement shall be binding on the executors, administrators, estates, heirs, legal representatives, successors and assigns of each of the Members.

14.13. Member Votes and Consents. Any and all consents, agreements or approvals provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of the Company.

14.14. Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver occurred; provided, however, that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver is given.

14.15. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

ARTICLE XV  
Definitions

15.1. Terms Defined Elsewhere. The following terms are defined elsewhere in this Agreement, as indicated in the table below.

<b>Term</b>	<b>Defined in</b>
Act	Introduction
Additional Consideration	Section 15.2.1
Affiliate	Section 15.2.3
Agreement	Introduction
Applicable Law	Section 15.2.4
Applicable Units	Section 15.2.5
Budget	Section 13.5(d)
Available Cash Flow	Section 15.2.6
Business Day	Section 15.2.7
Capital Account	Section 5.1.1(a)
Capital Contribution	Section 3.2
Capital Stock	Section 15.2.8
Cause	Section 2.2
Certificate of Formation	Section 1.1
Change of Control	Section 15.2.9
Class A Member	Section 3.1
Class A Units	Section 3.1
Code	Section 15.2.10
Company	Introduction
Company Notice	Section 15.2.11
Company Undersubscription Notice	Section 9.3(d)
Convertible Securities	Section 15.2.12
Deemed Liquidation Event	Section 15.2.13
Effective Date	Introduction
Entity	Section 15.2.14
Exercising Other Holder	Section 9.3(d)

Exempt Transfer	Section 9.4(i)
Fair Market Value	Section 15.2.15
Final Distribution	Section 12.2(b)
Fully Exercising Member	Section 3.4(a)(ii)
Governmental Authority	Section 15.2.16
Indemnified Party	Section 4.6
Insiders	Section 7.3(a)
Liquidating Trustee	Section 12.2
Manager and Managers	Section 2.1
Member and Members	Introduction
Membership Interest and Membership Interests	Section 15.2.17
Member Representative	Section 9.5(b)(vii)
New Securities	Section 15.2.18
Offer Notice	Section 3.4(a)(i)
Option	Section 15.2.19
Other Holders	Section 9.3(b)
Other Holder Notice	Section 15.2.20
Other Holder Notice Period	Section 9.3(d)
Participating Other Holder	Section 9.4(a)
Percentage Interest and Percentage Interests	Section 3.1
Person	Section 15.2.21
Profits Interests	Section 3.6
Profits Interests Hurdle	Section 3.6(ix)
Prohibited Transfer	Section 9.4(g)(iii)
Proposed Member Transfer	Section 15.2.22
Proposed Sale	Section 9.5(c)
Proposed Transfer Notice	Section 15.2.23
Prospective Transferee	Section 15.2.24
Public Offering	Section 9.4(i)(ii)
Purchase and Sale Agreement	Section 9.4(c)
Qualified IPO	Section 3.4(a)(iv)
Recapitalization Event	Section 3.4(a)(iv)
Regulations	Section 15.2.25
Restricted Securities	Section 15.2.27
Restricted Units	Section 3.2(a)
Right of Co-Sale	Section 15.2.27
Right of First Refusal	Section 15.2.28
Sale of the Company	Section 9.5(a)
Secondary Notice	Section 15.2.29
Secondary Refusal Right	Section 15.2.30
Securities Laws	Section 9.1(a)
Selling Investors	Section 9.5(b)
Subsidiary	Section 15.2.31
Tax Matters Representative	Section 4.3

Transfer	Section 15.2.32
Transfer Units	Section 15.2.33
Treasury Regulations	Section 15.2.25
Undersubscription Notice	Section 15.2.34
Unit and Units	Section 3.1
Unit Sale	Section 9.5(a)

15.2. Other Defined Terms. The following terms shall have the meanings specified:

**“Accredited Investor”** means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member’s income or net worth.

**“Additional Consideration”** means any portion of the consideration payable to the Members in a Deemed Liquidation Event that is payable only upon satisfaction of contingencies.

**“Affiliate”** or **“Affiliates”** means, with respect to any Person, (a) any other Person or Persons of which such Person is an officer, director, advisory board member, member or manager, (b) any other Person or Persons that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and (c) with respect to Persons that are individuals, the spouse and children of such individual.

**“Applicable Law”** means, relative to any Person, (i) all provisions of laws, statutes, ordinances, rules, regulations, requirements, restrictions, permits, certificates or orders of any Governmental Authority applicable to such Person or any of its assets or property and (ii) all judgments, injunctions, orders and decrees of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its assets or properties are bound.

**“Applicable Units”** means Class A Units and such other authorized Units, in each case, whether now outstanding or hereafter issued in any context.

**“Available Cash Flow”** as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any casualty, life, or other insurance, in any such case, unless otherwise determined by the Board of Managers) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Board of Managers’ determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

**“Business Day”** means any day other than Saturday, Sunday and any other days on which banks in New York, New York are required or authorized by Applicable Law to remain closed.

**“Capital Stock”** means, relative to any Person, any and all shares, partnership or membership interests, participations, rights or other equivalents (however designated) of equity capital, including (i) capital shares of such Person (whether voting or non-voting), (ii) if such Person is a partnership, partnership interests (whether general or limited), (iii) any other indicia of ownership of such Person and (iv) all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or any claims of any character with respect thereto.

**“CCC”** means the Commonwealth of Massachusetts’ Cannabis Control Commission (or such successor or replacement governing body).

**“CRB Person”** means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature with a cannabis related business that is operating in or providing services or products to the cannabis industry.

**“Change of Control”** means a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from Members Units representing more than fifty percent (50%) of the outstanding voting power of the Company.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company Notice”** means written notice from the Company notifying the selling Member that the Company intends to exercise its Right of First Refusal as to some or all of the Transfer Units with respect to any Proposed Member Transfer.

**“Convertible Securities”** shall mean any evidences of, units or other securities directly or indirectly convertible into or exchangeable for Units, but excluding Options.

**“Deemed Liquidation Event”** means:

- (i) a merger or consolidation in which:
  - (A) the Company is a constituent party or
  - (B) a Subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation,

except any such merger or consolidation involving the Company or a Subsidiary in which the Membership Units outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock or other equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting entity or (2) if the surviving or resulting entity is a wholly owned Subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity; or

(ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the

Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole or the sale or disposition (whether by merger, consolidation or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company.

**“Entity”** means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative or association.

**“Fair Market Value”** means, with respect to any investments, assets, properties or non-cash distributions, the fair market value thereof as determined as follows:

(i) securities listed on one or more national securities exchanges other than the NASDAQ shall be valued at their last reported sales prices on the consolidated tape on the date of determination (or if the date of determination is not a Business Day, on the last Business Day immediately prior to such date of determination). If no such sales of such securities occurred on such date, such securities shall be valued at the mean of the last “bid” and “ask” prices on the date of determination on the national securities exchange which has the highest average daily volume for such security over the last sixty (60) calendar days on or prior to the date of determination (or, if the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open);

(ii) securities which are reported on the NASDAQ or “pink sheets” published by the National Daily Quotation Service shall be valued at a price equal to the mean of the last “bid” and “ask” prices on the date of determination as reported by the NASDAQ or as reported in the “pink sheets” published by the National Daily Quotation Service; and

(iii) the fair market value of other investments, assets or properties shall be valued as determined by the Managers in good faith.

**“Governmental Authority”** means the CCC, or any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

**“Initial Consideration”** means any portion of the consideration payable to the Members in a Deemed Liquidation that is payable prior to satisfaction of contingencies.

**“Membership Interest”** means a Member’s membership interest in the Company including any distributions, Capital Account or equivalent, and any and all other benefits to which the holder of such Membership Interest may be entitled as provided in this Agreement, together with all obligations of such Person to comply with the terms of this Agreement, and **“Membership Interests”** means all Members’ membership interests, regardless of class unless this Agreement expressly states to the contrary,

**“New Securities”** means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or

securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

**“Option”** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Units or Convertible Securities.

**“Other Holder Notice”** means written notice from an Other Holder notifying the Company and the selling Member that such Other Holder intends to exercise its Secondary Refusal Right as to a portion of the Transfer Units with respect to any Proposed Member Transfer.

**“Person”** means any individual or any business, corporation, limited partnership, general partnership, limited liability partnership, company, joint venture, limited liability company, unincorporated association, trust or other enterprise or organization, irrespective of whether it is a legal entity, and government and agencies and political subdivisions thereof.

**“Person or Entity Having Direct or Indirect Control”** shall mean collectively, “Persons or Entities Having Direct Control” and/or “Persons or Entities Having Indirect Control,” each as defined in 935 C.M.R. 500.002, or any equivalent definition in any other state in which the Company possesses or is pursuing cannabis related licensure.

**“Proposed Member Transfer”** means any Transfer of any Transfer Units (or any interest therein) proposed by any of the Members.

**“Proposed Member Transfer”** means any Transfer of any Transfer Units (or any interest therein) proposed by any of the Members.

**“Proposed Transfer Notice”** means written notice from a Member setting forth the terms and conditions of a Proposed Member Transfer.

**“Prospective Transferee”** means any Person to whom a Member proposes to make a Proposed Member Transfer.

**“Regulations”** or **“Treasury Regulations”** means the Income Tax Regulations promulgated by the U.S. Department of Treasury under the Code.

**“Restricted Securities”** means any Membership Interests, any securities issued with respect to any Membership Interests by way of any Recapitalization Event, or in connection with any Transfer pursuant to Sections 9.4 or 9.5 or any combination of Capital Stock, or a recapitalization, merger, consolidation or other reorganization, to the extent such Restricted Securities have not been sold to the public pursuant to (i) registration under the Securities Act or (ii) Rule 144 (or similar or successor rule) promulgated under the Securities Act.

**“Right of Co-Sale”** means the right, but not an obligation, of an Other Holder to participate in a Proposed Member Transfer on the terms and conditions specified in the Proposed Transfer Notice.

**“Right of First Refusal”** means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Units with respect to a Proposed Member Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

**“Secondary Notice”** means written notice from the Company notifying the Other Holders and the selling Member that the Company does not intend to exercise its Right of First Refusal as to all Transfer Units with respect to any Proposed Member Transfer.

**“Secondary Refusal Right”** means the right, but not an obligation, of each Other Holder to purchase up to its pro rata portion (based upon the total number of Applicable Units then held each applicable Other Holder relative to the Applicable Units then held by all Other Holders) of any Transfer Units not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

**“Subsidiary”** means, with respect to any specified Person, any other Person of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such specified Person.

**“Transfer”** means, with respect to Unit, any direct or indirect sale, transfer, assignment, pledge, mortgage or other disposition thereof.

**“Transfer Units”** means Applicable Units owned by a Member, or issued to a Member after the date hereof (including in connection with any Recapitalization Event).

**“Undersubscription Notice”** means written notice from an Other Holder notifying the Company and the selling Member that such Other Holder intends to exercise its option to purchase all or any portion of the Transfer Units not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the date first set forth above.

**COMPANY:**

MORABEZA LLC

By: Carlos Rosa

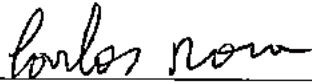
Name: Carlos Rosa

Title: Manager

**[SIGNATURE PAGES OF MEMBERS TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the date first set forth above.

**SOLE MEMBER:**

  
\_\_\_\_\_  
Carlos Rosa

Schedule A

MEMBERS

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Class of Interest</u>	<u>Number of Units</u>	<u>Percentage Interest</u>
Carlos Rosa 529 Pleasant Street Winthrop, MA 02152	[100.00]	Class A Units	[100]	100%
<b>TOTALS</b>	\$ 100.00		[ ]	100.00%



## **Plan for Obtaining Liability Insurance**

Morabeza, LLC plans to contract with an Insurance Company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Morabeza, LLC will consider additional coverage based on availability & cost-benefit analysis. Any withdrawal from such escrow will be replenished within 10 business days. Morabeza, LLC will keep reports documenting compliance with 935 CMR 500.105(10).

2023



# MORABEZA

NATURALLY DELIVERING THE HIGH LIFE

## BUSINESS PLAN

[www.morabeza.us](http://www.morabeza.us)  
[carlos.rosa@morabeza.us](mailto:carlos.rosa@morabeza.us)

License:  
Delivery Operator  
Product Manufacturing

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# EXECUTIVE SUMMARY

MORABEZA LLC is an eco-friendly, high-quality cannabis home delivery and product manufacturing business owned and founded by Carlos Rosa - a Massachusetts Social Equity Program participant. MORABEZA is devoted to healing the human race through cannabis and uplifting those affected by previous cannabis laws through scholarships and job opportunities. By providing easier access to cannabis through delivery, MORABEZA plans to help those unable to leave their house due to age, disability, or preference- thus connecting consumers with products that suit their needs.

## Our Mission

At MORABEZA, we aim to offer Boston area residents the best products and home delivery service while empowering and supporting local communities impacted by the war on drugs.

## Our Vision

At Morabeza, we envision a world where cannabis is consumed responsibly, sustainably, and with a sense of community. Our high-end delivery service strives to embody the warmth, hospitality, and friendliness of the word "Morabeza," while also promoting environmentally-conscious practices. We believe that cannabis can be a force for positive change, and we are committed to upholding the highest standards of quality, ethics, and innovation in our products and services. Our goal is to create a safe, reliable, and enjoyable experience for our customers, while also contributing to the well-being of the planet and the communities we serve.

## The Problem

While 9.2% of all cannabis licenses are for Delivery Operations in Massachusetts, there must be an increase in these licenses to truly meet the needs of Boston residents. According to the most recent data from the American Community Survey, approximately 75,100 people or 12% of Boston's population - have a disability. This means that there are 75,000 people who may not have easy access to cannabis products. This statistic does not consider the number of people who may choose to have their cannabis products delivered out of convenience- thus furthering the number of people who need MORABEZA's services.

## THE SOLUTION: MORABEZA

MORABEZA will be more than a cannabis delivery company consumers can rely on for exceptional products with timely delivery. It will be a lifestyle brand that values sustainable relationships, premium service, and eco-friendly practices which consumers can stand behind.

## Products and Services

MORABEZA will deliver cannabis products to consumers in the Boston Metro area. Consumers can order their products online with or without speaking with a representative and can take as long as they want to decide what product fits them. MORABEZA will ensure our consumers have a great online shopping experience by providing a concierge-style customer relations rep using a live chat/phone call feature. MORABEZA will source its products in a manner that will preserve both the traditional and ecological sustainability aspects of the products. These products will include raw flower, extracts, edibles, vape cartridges, and accessories.

# Company Overview

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## About Morabeza

MORABEZA is the embodiment of hospitality, friendliness, and kindness- after all, that's what MORABEZA means. We aim to provide our customers with an experience that shows these values through excellent customer service and an emphasis on product and delivery safety. MORABEZA will acquire regulated products on a wholesale basis from licensed producers and will deliver them directly to our customers once they place an online order. In addition, the website will offer an easy and fast checkout process, creating a supreme customer experience and attracting customer loyalty. The key to MORABEZA's success is acquiring a deal with superior and trusted product wholesalers and the safe and quick delivery of these products.



## Social Equity

As a business with Social Equity Status, MORABEZA has a unique exclusive opportunity to enter the market as the premier Delivery operator before there is a leader in the space. Delivery licenses are only available to those with a Social Equity Status for an exclusive 3-year period. Additionally, MORABEZA supports the development of locally owned cannabis establishments and cannabis products from people who have been disadvantaged in the cannabis industry by the War on Drugs and will work with other Social Equity businesses to provide the best products to consumers.



# PLAN FOR OPERATIONS

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## Ordering Process

MORABEZA plans to enter into Product Delivery Agreements with licensed Cannabis Establishment Cultivators and Product Manufacturers in Massachusetts. MORABEZA will pick up cannabis/cannabis products from the businesses locations and store them inside a secure vault at our establishment.

Customers will be able to see products in real time and order online via our user-friendly website where customers can upload their license for verification of customers name and age.

Once a product is ordered through our online portal, a member of the MORABEZA Diversion Prevention team will verify the ID and name of the customer.

The MORABEZA packing team will then log and securely package the order in discrete, eco-friendly packaging.

Our reliable and friendly drivers will then deliver products to certified, valid customers over the age of 21, where cannabis retail sales are permitted within Massachusetts. MORABEZA will adopt and maintain standard operating procedures (“SOPs”) on cannabis delivery-related procedures. On an annual basis, MORABEZA will review, assess and revise the SOPs to conform company performance to the applicable regulations and industry best practices.

## Fire Plan

As part of MORABEZA’s commitment to safety, a Fire Plan will be developed to ensure the safety of all employees and visitors at the warehouse. The Fire Plan will address how to prevent fires and how to manage them if they do occur. All employees will be trained and required to maintain due diligence to prevent fires from occurring.

## Security

Our warehouse will feature a robust security system to ensure that the vehicle fleet remains uncompromised while parked at our warehouse. All of our vehicles will have GPS monitoring, 2 way communications with all drivers, and secure locked holding compartments for pre-packaged products being delivered.

## Staffing

MORABEZA will hire all personnel per the MORABEZA Diversity Plan. MORABEZA plans to have full-time and part-time positions available within three years of operations. Only registered MORABEZA agents and authorized visitors will have access to cannabis products and vehicles at the warehouse. All agents and visitors will be required to visibly display an ID badge, and MORABEZA will maintain a list of all individuals with access.

## Hours

Hours of operation will be from: 8:00am- 9:00pm. Hours of operation will be subject to local approval and consistent with CCC regulations.



# PRODUCT LINES

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Morabeza will have the largest variety of high-quality cannabis products available to customers with convenient options such as same-day delivery, schedule-ahead delivery, and subscriptions. All products will be purchased from established licensed cultivators and manufacturers. All products will be fully tested by licensed testing labs in accordance with State and municipal regulations.

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## Raw Flower

Flower is presently the most popular product in adult-use cannabis establishments and is typically smoked or vaporized. There are various strains with varying levels of THC (the psychoactive component) and terpenes which are a wide variety of chemicals within the plant that provides aroma and flavor.

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## Extracts

Extracts such as concentrates are manufactured by separating the trichomes from the cannabis flowers to create a concentrated dose of this specific part of the cannabis plant.

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## Edibles

Edibles are foods cooked with butter or oil that have been infused with cannabis (e.g., cookies and chocolate bars). Edibles are ingested through the mouth, absorbed in the gastrointestinal tract, and usually take longer to take effect (20 minutes to an hour or more).

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## Vape Cartridges

Rather than burning and inhaling cannabis smoke, cannabis oil is heated to a vapor and inhaled through a vaping pen.

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## Accessories

Include grinders, pipes, rolling papers and storage containers. We may also sell merchandise including t-shirts, and hoodies with the Morabeza name and logo.



# SWOT ANALYSIS

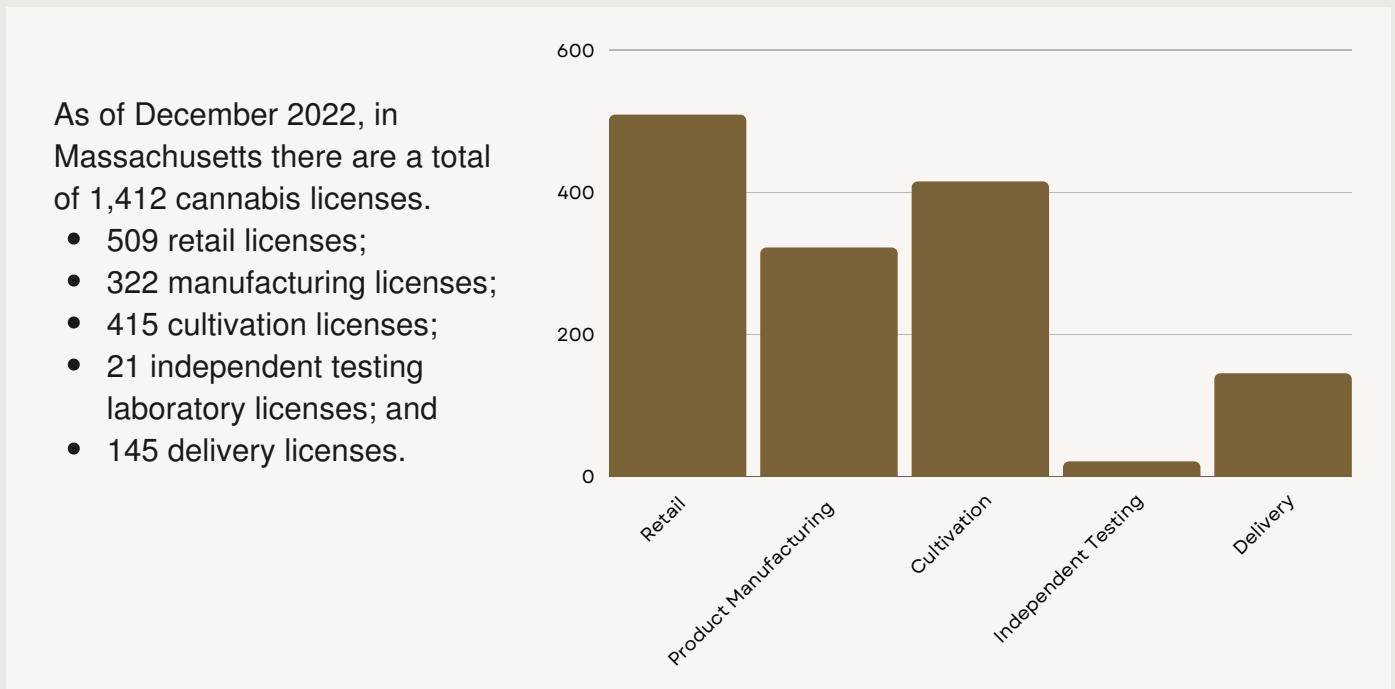
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STRENGTHS	WEAKNESS
<ul style="list-style-type: none"><li>• MORABEZA will be the only Cannabis Delivery Operator focusing on eco-friendly, premium-quality cannabis products delivered to our customer's doors.</li><li>• Initially, we will start with two vehicles which will allow us to grow and scale our business.</li><li>• We plan to use electric vehicles powered by solar stations at our warehouse and use recycled materials for our packaging to minimize our carbon footprint by partnering with companies whose mission aligns with ours.</li></ul>	<ul style="list-style-type: none"><li>• Many banks do not accept deposit funds from the sale of cannabis, which may make it difficult for the Company to open bank accounts. We will bank with state-chartered banks already in the Cannabis space.</li><li>• Two drivers are required to deliver cannabis products to consumers; therefore, maintaining a two-person per vehicle strategy becomes very challenging and expensive to hire the appropriate amount of trained staff.</li></ul>
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"><li>• The Delivery Operator license is currently only available to economic empowerment and social equity participants.</li><li>• According to the Cannabis Control Commission, only 9.2% of all licenses are Marijuana Delivery Operators.</li><li>• Cannabis companies are not eco-friendly and do not offer biodegradable packaging creating excessive waste.</li></ul>	<ul style="list-style-type: none"><li>• Competitors include: Zyp Run, Leafly, Your green package, Kindrun MA and DB Delivery MA. We will beat the competition with our service, same day deliveries, customer retention practices, subscription services and eco-friendly model.</li></ul>

# M MARKET OVERVIEW

BDS Analytics, the main cannabis industry analysts, forecasts that the entire legal cannabis market in North America will reach \$76 billion in sales by 2024. Another research report from the Arcview Market Research group published in 2022 predicts that sales will grow to \$88 billion by 2027.

With continued growth in the cannabis industry, opportunities to deliver directly to consumers will increase as consumers seek safer, more convenient, and alternative ways to fulfill their cannabis needs. MORABEZA will sell to conscientious consumers who prefer online purchases over driving to a dispensary due to either preference or a disability. It's reasonable to assume that people will prefer the delivery service method over time as the industry evolves out of convenience.



The cannabis market in Massachusetts is booming. In Massachusetts, the marijuana industry recently passed a milestone. Gross sales of all adult-use,, that is recreational, cannabis products totaled 4 billion at the end of last month. The state records marijuana sales at \$28 million a week.

According to the Cannabis Control Commission, only 9.2% of all licenses are Marijuana Delivery Operators.

This shows a clear lack of delivery options in the market which provides MORABEZA the ability to capitalize on this opportunity. The mass amount of cultivators and product manufacturers available only provides an increased opportunity for MORABEZA by having more options to choose from and competitive pricing to provide our customers with the best products possible.



# MARKETING & SALES

## Strategy

The sales strategy of MORABEZA is simple. First, offer the customer a superior variety of cannabis products at a great price. Second, make sure that cannabis is delivered quickly and safely. Third, our delivery agents must work to create customer loyalty by focusing on the customer's experience from when they place an order to the delivery time of their product.

MORABEZA will use advertising to promote the business within the rules and regulations of Massachusetts. Following regulatory marketing guidelines, MORABEZA will utilize local media to increase awareness about our products and services. By law, marketing can only be conducted through mediums or venues where at least 85% of the audience is expected to be 21 years of age or older. MORABEZA will actively work to increase our customer base and inspire loyalty by offering online promotions.

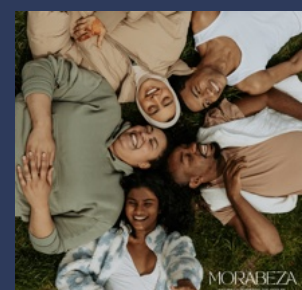
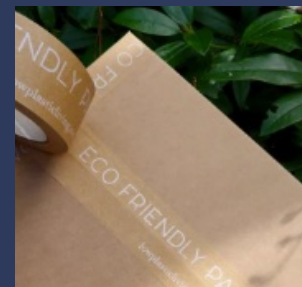
## Target Audience

MORABEZA's target audience will be those who use cannabis products in the Boston Metro area and either do not wish to leave the comforts of home, or cannot leave due to a disability.

## Customer Loyalty Programs

MORABEZA will provide customers the option to participate in a few customer loyalty programs with every order to encourage loyalty and to help consumers feel good about their purchases. Programs will include things such as:

- Subscriptions
  - Customers will be able to place recurring monthly or weekly subscriptions with discounts on delivery fees.
- Promotional Online Codes
  - MORABEZA will budget roughly \$10,000 for discounted or free merchandise or ancillary products.
- Rewards and Free Merchandise for Customers
- Instagram loyalty discounts
- Eco-Friendly Delivery Options
  - Customers will be given the option upon checkout to pay a premium for the fastest delivery or to choose a delivery time that results in less fuel usage with optimized route for the MORABEZA vehicles.





# FUTURE PLANS

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## Phase I

MORABEZA intends to launch a community-driven program called Morabeza Green. This initiative will allow MORABEZA to contribute \$1 per order or offer customers the option to round up to the nearest dollar and donate the difference towards planting trees in the Boston area.

MORABEZA will establish itself as a leader in the Boston area by providing quality products, the largest variety of products, high-quality service, and convenience to its consumers. With reward and loyalty programs, as well as opportunities for customers to give back and make a difference with every order, MORABEZA is confident it will thrive.



## Phase II

In Phase II, as part of its expansion plan, MORABEZA will acquire two new vehicles to increase its reach while maintaining its Headquarters' central location.

MORABEZA will also focus on raising funds to give back to the community. The company plans to achieve this by collaborating with the Cape Verdean Association of Boston or other Cape Verdean Youth Programs.



## Phase III

The company's goal is to create an authentic and organic growing process for its products. MORABEZA's commitment to being data-driven will lead to the company's decision to expand and add new locations in local markets with the opportunity for MORABEZA to corner the market.

Additionally, MORABEZA will enter into white labeling deals with Product Manufacturers for its own pre-rolls that are organic and eco-friendly. The company's vision is to build a brand that is not just a cannabis delivery service but also focuses on creating long-term, sustainable relationships with customers. MORABEZA will have its own products that are sustainable and eco-friendly from the start of the cannabis flowering process all the way through sale to consumers. The company's focus on organic and sustainable practices will continue to guide its future growth and development.

# MORABEZA



NATURALLY  
DELIVERING THE  
HIGH LIFE.

ORDER YOUR DELIVERY

CONTACT US

[www.morabeza.us](http://www.morabeza.us)  
[carlos.rosa@morabeza.us](mailto:carlos.rosa@morabeza.us)



9/23/2023

Letter of Intent

To Whom it May Concern,

This letter is to confirm that Carlos Rosa of Morabeza, LLC, is actively working with our firm, World Insurance Associates, LLC, to gain cannabis-friendly commercial insurance policies for his business.

Examples of insurance being quoted are:

- Commercial General Liability
- Product Liability
- Commercial Property
  - Equipment coverage
  - Building coverage
  - Indoor crop coverage
- Workers Compensation
- Directors & Officers Liability

If there are any concerns on the coverage being quoted, or the process to submit proof of insurance to the NJCRC, please contact me directly and I will coordinate with our team.

Best regards,  
*Michael DeNault*  
Michael DeNault  
Cannabis Practice Executive  
508-802-5693  
michaeldenault@worldinsurance.com

**Home Delivery Operator**  
**Applicant: Morabeza LLC**  
**PMDA6038**

**Personnel Policies**

Morabeza shall maintain:

- A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination and shall include, at a minimum, the following:
  - All materials submitted to the commission pursuant to 935 CMR 500.030(2)
  - Documentation of verification of references
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; *935 CMR 500.105(9)*
  
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; *935 CMR 500.105(9)*
  
- Documentation of periodic performance evaluations; and a record of any disciplinary action taken; *935 CMR 500.105(9)*
  
- Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). *935 CMR 500.105(9)*
  
- Personnel policies and procedures, including, at a minimum, the following:
  - Code of ethics
  - Whistle-blower policy
  - 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; *935 CMR 500.105(9)*
  
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). *935 CMR 500.105(9)*
  
- A staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)*
  
- Alcohol, smoke, and drug-free workplace policies. *935 CMR 500.105(1)*
  
- A plan describing how confidential information will be maintained. *935 CMR 500.105(1)*
  
- A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. *935 CMR 500.105(1)*

**Home Delivery Operator**  
**Applicant: Morabeza LLC**  
**PMDA6038**

## **Record Keeping Procedures**

Morabeza shall maintain:

- Waste records for at least three years. 935 CMR 500.105(12)
- Written operating procedures as required by 935 CMR 500.105(1). 935 CMR 500.105(9)
- Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)
- The following personnel records:
  - Job descriptions for each agent.
  - A personnel record for each agent.
  - A staffing plan that includes accessible business hours and safe cultivation conditions.
  - Personnel policies and procedures.
  - All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)
- The following business records:
  - Assets and liabilities.
  - Monetary transactions.
  - Books of accounts.
  - Sales records.
  - Salary and wages paid to each employee. 935 CMR 500.105(9)



# Literacy Volunteers

**OF SOUTH CENTRAL MASSACHUSETTS**  
*Transforming lives through language*

STAFF

**Emily Farrell, Executive Director**

**BOARD OF DIRECTORS 2024-2025**

**Yolanda Alvarado, President**

*Town of Southbridge Retirement Board*

**Martha Burbridge, Treasurer**

**Lou-Ellen Corkum, Secretary**

*Gateway Players Theatre*

**Michael Checkosky**

*Cornerstone Bank*

**Vanessa Fors**

*The Wellness Cooperative at Fortunato Court*

**Bonnie Losavio**

*The Learning Center for the Deaf*

February 11, 2025


To Whom It May Concern:

Literacy Volunteers of South Central Massachusetts (LVSCM) is a 501(c)3 nonprofit organization serving the towns of Southbridge, Sturbridge, Charlton, Webster, Dudley and the surrounding communities. Since 1975, LVSCM has been the only organization in the area providing free, confidential and individualized tutoring to adults in Basic Literacy and English to Speakers of Other Languages (ESOL) through the use of professionally trained and supported volunteer tutors. LVSCM believes that increased literacy and language skills can help transform lives, empower individuals and enrich communities.

LVSCM is pleased to support and collaborate with Morabeza, LLC., an organization currently pursuing licensure as a Cannabis Establishment under the guidance of the Massachusetts Cannabis Control Commission. Carlos Rosa, the owner of Morabeza, LLC, has directly experienced the value of increased literacy and language skills to an immigrant family. He is committed to LVSCM's mission, to strengthening communities and to making a positive impact.

We look forward to working together with Morabeza, LLC to serve the residents of our community and foster opportunities for those in need.

Sincerely,

  
Yolanda Alvarado  
Board President



DATE 12/27/2024

Morabeza, LLC  
ATTN: Carlos Rosa  
393 E Main St, Unit C  
Southbridge, MA 01550

**Re: Morabeza, LLC**

Dear Carlos Rosa,

Big City Solutions, Inc. is a 501(c)(3) not-for-profit organization dedicated to strengthening the efforts of youth and community organizations in the Commonwealth of Massachusetts. Big City Solutions collaborates with organizations across the state that provide vital services to residents of Communities of Disproportionate Impact, as designated by the Cannabis Control Commission, including Abington, Amherst, Boston, Brockton, Chelsea, Fall River, Fitchburg, Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, Quincy, Randolph, Revere, Spencer, Taunton, Walpole, Wareham, Worcester and Southbridge Massachusetts.

Big City Solutions is proud to support and partner with Morabeza, LLC, which shares our commitment to making a meaningful impact in these communities. Through its contributions, Morabeza, LLC has demonstrated a dedication to fostering positive change and supporting our mission to serve youth and community organizations.

We understand that Morabeza, LLC is pursuing licensure as a Cannabis Establishment in the Commonwealth of Massachusetts under the guidance of the Cannabis Control Commission. We are confident in Morabeza, LLC's ability to meet its goals and continue its impactful work, and we look forward to collaborating with them to further our shared mission.

Sincerely,





A handwritten signature in black ink, appearing to read "Jamaal Silva", is positioned above the typed name.

**Jamaal Silva**  
Director  
Big City Solutions, Inc.

Title	Letter of Support - Morabeza (BCS) (1)
File name	Letter of Support...eza (BCS) (1).pdf
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 COMPLETED	<b>02 / 11 / 2025</b> 16:54:41 UTC-8	The document has been completed.

## **DIVERSITY PLAN FOR MORABEZA**

### **I. Statement of Purpose:**

Morabeza is committed to creating a diverse and inclusive workforce that values and respects individuals regardless of their race, color, religion, gender, national origin, age, disability, pregnancy, genetic information, gender identity, sexual orientation, military or veteran status, ancestry, marital or familial status, or citizenship. Our Diversity Plan has been developed to ensure that our hiring and workplace practices foster diversity and inclusion. By embracing diverse perspectives and backgrounds, we aim to leverage a wide range of talents to drive innovation and success for our organization in Southbridge and beyond. This Diversity Plan represents our initial strategy, with flexibility to adapt and grow as our company evolves. We will adhere to all advertising, branding, marketing, and sponsorship practices as set forth in 935 CMR 500.105(4). No actions taken, nor programs instituted, by us will violate any Commission regulations with respect to limitations on ownership or control or other applicable state laws.

### **II. Summary of Goals:**

#### **Goal 1: Diverse Workforce**

Morabeza will strive to maintain a workforce comprising at least 40% women, 30% individuals from underrepresented minority groups, 5% veterans, 5% individuals with disabilities, and 5% LGBTQ+ individuals. The goal is to increase the representation of these demographics within our organization.

#### **Goal 2: Inclusive Workplace**

Partner with a not-for-profit organization, Literacy Volunteers of South Central Massachusetts, to establish a paid internship/mentorship that intentionally recruits Women; People of color (with emphasis on Black, African American, Hispanic, Latinx, and Indigenous peoples); Veterans; Persons with Disabilities; and LGBTQ+ individuals. The program will be run with Literacy Volunteers of South-Central MA and similar community partners to ensure robust language-support and soft-skills training. Such programs can help address social and economic disparities while promoting diversity and inclusion.

#### **Goal 3: Diverse Supplier Base**

Morabeza will prioritize working with suppliers and ancillary service providers owned and/or managed by members of the Commission-defined diverse groups at least 40 % of suppliers are Women-owned businesses, 30 % are Businesses owned by People of color (Black, African American, Hispanic, Latinx, Indigenous), 5 % Veteran-owned, 5 % owned by Persons with Disabilities, and 5 % LGBTQ+-owned. Please see the details on how we intend to select diverse suppliers, below.

### **III. Strategies and Programs:**

#### **Goal 1: Diverse Workforce**

- Create gender-neutral job descriptions for all job postings.
- Encourage members of disadvantaged communities, women, veterans, and minorities to apply by targeting these groups through media they may be most likely to interact with (e.g., Facebook groups for over 21-year-olds for one of

- these groups).
- Post job announcements in a variety of targeted venues such as local newspapers (e.g., The Southbridge News), community centers, and web-based recruitment platforms (e.g., Indeed.com, LinkedIn). These will be posted monthly, until we reach full employment, then again monthly whenever there is a hiring need.
- Target, recruit, and hire from state and local employment and non-profit staffing groups.
- Attend local job fairs in person at least four times per year when there are hiring needs, including our first year.
- At all levels of our staff, hire a diverse group of employees who value differences and promote inclusiveness.
- Continuously track company demographics, as more fully described below.
- Coordinate at least annual Diversity, Equity, and Inclusion training.

## **Goal 2: Inclusive Workplace**

- Hold quarterly coordination meetings with Literacy Volunteers of South-Central Massachusetts (LVSCM) to refine curriculum, confirm recruitment sources, and review outcomes.
- Candidates must self-identify with at least one CCC-designated demographic Women; People of Color (especially Black, African American, Hispanic, Latinx, Indigenous); Veterans; Persons with Disabilities; LGBTQ+ People
- Morabeza and LVSCM will set the number of paid interns each year (target 4–6) after reviewing community demand, internal capacity, and LVSCM recommendations.
- Each intern is paired with a Morabeza mentor and enrolled in a peer-support circle that meets bi-weekly.
- LVSCM provides weekly ESOL tutoring and career-skills workshops; Morabeza supplies job-shadow opportunities across operations, compliance, and marketing.
- Continuous Improvement  
At the end of every 12-week cycle, Morabeza and LVSCM gather feedback, track demographic metrics, and re-evaluate the program to strengthen its dual goals of (1) addressing social and economic disparities and (2) promoting diversity and inclusion inside the company.

## **Goal 3: Diverse Supplier Base**

- Prioritize working with businesses in our supply chain owned by Commission-defined diverse groups, namely: Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), or Veteran Business Enterprises (VBE) with valid certification from the SDO.
- Utilize the Massachusetts Supplier Diversity Office certified list of diverse businesses when looking for ancillary businesses, available at: <https://www.mass.gov/info-details/sdo-certified-diverse-business-dashboard>
- Proactively send emails to Commission-defined diverse groups regarding opportunities we offer, as identified in the previous steps.
- When choosing a supplier, we will first interact with qualifying groups

identified above, only expanding if there is a documented, unfilled gap after contacting all qualified groups.

- Foster relationships with business owners from Commission-defined diverse groups to build a strong referral network. This will be face-to-face and digital communications. We will grow this network as our business relationships grow.

#### **IV. Measurements:**

##### **Goal 1: Diverse Workforce**

- Measure demographic data of those who apply for our positions. Applications should exceed the target numbers identified above, so that we can ensure goals can be attained.
- Track and examine from application through hire, identifying areas where targeted groups may be hitting a wall, and focusing on shifting those areas for success.
- Continuously track company demographics post-hire, to make sure we are forever maintaining—and ideally exceeding—goal percentages.
- Solicit employee feedback on how to continuously diversify our workforce, and to make sure disadvantaged-community employees feel comfortable and supported in our workplace.

##### **Goal 2: Inclusive Workplace**

- Track hours and compensation donated to Literacy Volunteers of South Central Massachusetts.
- Track total number of intern applicants, total number of interns, and compare both year-over-year.
- Ask interns to complete surveys at the beginning, middle, and end of their internships. Review these, and continuously implement suggestions from them into subsequent intern classes.
- Invite intern-graduates to events, in order to demonstrate to interns where intern-graduates end up, and to make sure our intern-graduates are supported and set up to succeed.

##### **Goal 3: Diverse Supplier Base**

- Measure the number of ancillary services and supply chain participants who self-identify as a member of a Commission-defined diverse group. We will put every supplier into a spreadsheet, which will include ownership demographic data.
- Measure how many businesses we work with have a formal MBE/WBE/DBE certification from the Massachusetts Supplier Diversity Office, which will also be on that supplier spreadsheet.
- Undertake at least annual reviews of all suppliers, and discuss how we can continuously improve upon our goal here. Implement those discussions, and document our success and areas of needed improvement. At this review, we will use the supplier spreadsheet to calculate our metrics across several diversity metrics, including number in each category, and overall percentages.

**V. Acknowledgments and Conclusion:**

This Diversity Plan is a dynamic and evolving document that demonstrates our commitment to fostering diversity and inclusion within Morabeza. We will continuously assess our progress, make improvements, and report our achievements to the CCC during license renewals. Morabeza acknowledges, is aware, and will adhere to the requirements in 935 CMR 500.105(4) and 501.105(4). Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.