



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1259
Original Issued Date: 04/07/2022
Issued Date: 04/07/2022
Expiration Date: 04/07/2023

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Relevant Energy Concepts LLC

Phone Number: 413-693-6573 Email Address: relevantenergyconcept@gmail.com

Business Address 1: 1833 Roosevelt Avenue Business Address 2:
Business City: Springfield Business State: MA Business Zip Code: 01109
Mailing Address 1: 1833 Roosevelt Avenue Mailing Address 2:
Mailing City: Springfield Mailing State: MA Mailing Zip Code: 01109

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: EE202251

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 Percentage Of Control:
100
Role: Manager Other Role:
First Name: Debra Middle Name: Johnson Last Name: Tolliver Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Debra Last Name: Tolliver Suffix:

Marijuana Establishment Name: Relevant Energy Concepts LLC Business Type: Other

Marijuana Establishment City: Springfield Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 84 N. Bridge St. Establishment Address 2:

Establishment City: Holyoke Establishment Zip Code: 01040

Approximate square footage of the establishment: 2000 How many abutters does this property have?: 34

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	Plan to Remain Compliant RECON 082221.pdf	pdf	612283bcd64352077f3bc7f6	08/22/2021
Certification of Host Community Agreement	Relevant Energy Concepts - Host Community Agreement (signed).pdf	pdf	618acdcc3982c731eb1c838e	11/09/2021
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	618aebcd6155aa37c42565cc	11/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Holyoke Plan for Positive Impact.pdf	pdf	61c7e922151a044618ec6b96	12/25/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:

First Name: Debra Last Name: Tolliver Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing RECON_2021-09-16_185820 Galvin.pdf	pdf	615c9ffa92505868ec6690bc	10/05/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Commissioner.pdf	pdf	615ca13bec8df6685105c829	10/05/2021
Department of Unemployment Assistance - Certificate of Good standing	Attestation letter DUA.pdf	pdf	61c8ddb5d4f4b84609a59eee	12/26/2021
Department of Unemployment Assistance - Certificate of Good standing	Letter of attestation DBA explanation.pdf	pdf	61c8e7e6434e1f4432e3d4e6	12/26/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Relevant Energy Concepts LLC Certificate of Organization.pdf	pdf	618aba69d5b18b31d599648c	11/09/2021
Bylaws	RECON Bylaws.pdf	pdf	618c3d043982c731eb1c8cd0	11/10/2021

Massachusetts Business Identification Number: 001420726

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	MEMORANDUM of insurance coverage 061421.pdf	pdf	60c7787d839da0211ee1f9c6	06/14/2021
Business Plan	RECON biz plan.pdf	pdf	617ac7cb7f037d37d69b76d6	10/28/2021
Proposed Timeline	Proposed timeline.pdf	pdf	618bdffbd8c16731dcbe176e	11/10/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintenance of financial records	Maintaining Financial Records.pdf	pdf	6172f769084df83201bf4d59	10/22/2021

Personnel policies	Personnel Policies Delivery.pdf	pdf	6172f7a0084df83201bf4d5d	10/22/2021
A plan to obtain marijuana and marijuana products	Plan for obtaining marijuana products MDO.pdf	pdf	6172f7f7e3155f31cafc8197	10/22/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	6172fb75bd22c2379112bf22	10/22/2021
Procedures for quality control and testing of product for potential contaminants	Quality Control Testing.pdf	pdf	6172fbf2d8c16731dcbdaeda	10/22/2021
Record-keeping procedures	Recordkeeping Procedures.pdf	pdf	6172fc2b6155aa37c424ff3f	10/22/2021
Inventory	Inventory Procedures Delivery Operator.pdf	pdf	6172fccbe3155f31cafc81bd	10/22/2021
Transportation	Transportation Plan.pdf	pdf	6172fe5cd8c16731dcbdaef6	10/22/2021
A detailed plan for White Labeling	plan for white labeling.pdf	pdf	6172fe932c8fa137b9c72a79	10/22/2021
A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees	Detailed Description of Qualification and Intended Trainings for Agents.pdf	pdf	6172fed96155aa37c424ff82	10/22/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Procedures for Wholesale Delivery.pdf	pdf	6172ff1e084df83201bf4daf	10/22/2021
Energy compliance plan	Energy Efficiency and Conservation.pdf	pdf	6172ff525ca77d31bb6adfbf	10/22/2021
Storage	STORAGE PLAN Delivery.pdf	pdf	6172ffc92c8fa137b9c72a99	10/22/2021
Security plan	Security Plan Delivery.pdf	pdf	6173001c7f037d37d69b5a03	10/22/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Sales.pdf	pdf	6173013f6155aa37c424ffd3	10/22/2021
Diversity plan	(Relevant Energy Concepts) Holyoke Diversity .pdf	pdf	61e215b3d3dbc608cfa05a1	01/14/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 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: 8:00 AM	Sunday To: 9:00 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

Record 1

Owner First Name: Owner Last Name: Owner Suffix:
Provider Legal Name: Provider DBA:
Provider Description:
Provider Phone: Provider Email: Provider Website:
Provider Address 1: Provider Address 2:
Provider City: Provider State: Provider Zip Code: Provider Country:
Provider Mailing Address 1: Provider Mailing Address 2:
Provider Mailing City: Provider Mailing State: Provider Mailing Zip Code: Provider Mailing Country:

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	POS Platforms.pdf	pdf	618c3fdb5ca77d31bb6b4dfe	11/10/2021

Relevant Energy Concepts, LLC (RECON); Plan to Remain Compliant with Local Zoning, Holyoke, MA

RECON attests that it will, through its operation of a delivery establishment in the city of Holyoke, MA, follow and remain compliant with all local zoning requirements under the Holyoke Zoning Bylaws pertaining to, but not limited to:

Use regulations

Signs and signage

Off Street Parking and Loading Regulations Adult Use Marijuana Bylaw

RECON has been granted a host agreement by the city of Holyoke, and intends to follow the use regulations for permitted use at our location, as well as performance standards for security and fire, and special provisions for parking, loading, signs, etc.

Delivery operators in the city of Holyoke do not require Special Permit approval, thus we will ensure compliance with all local laws.

We will also continue to communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

**HOST COMMUNITY AGREEMENT
ADULT USE MARIJUANA ESTABLISHMENT
LICENSE CLASSES: Delivery Operator**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and **Relevant Energy Concepts LLC**, whose principal office is located at **603 Sumner Avenue Springfield Mass: 01108** (the "OPERATOR").

WHEREAS, the OPERATOR proposes to locate an Adult Use Marijuana Establishment at **84 N Bridge St. Holyoke Ma. 01040** (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

WHEREAS, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

WHEREAS, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

NOW, THEREFORE, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:
 - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

- Three percent (**3%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;
 - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
 - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
 - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
 - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
 - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
 4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be current and paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.
 5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value,

then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.

6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with MassHire Holyoke Career Center, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the OPERATOR of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

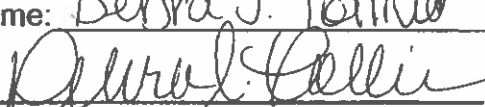
- 16. Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
- 17. Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
- 18. Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
- 19. Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
- 20. License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

XII. OPERATOR INFORMATION


1. The Provider or vendor's Name: Relevant Energy Concepts LLC.
2. Contact Person: Debra J. Tolliver
3. Telephone: 413.693.6573
4. E-mail: relevantenergyconcepts@gmail.com

IN WITNESS WHEREOF, the CITY OF HOLYOKE and OPERATOR, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

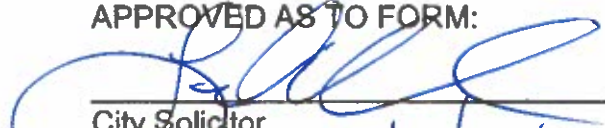
OPERATOR:

Printed Name: Debra J. Tolliver
Signature: 
Title: Principal Owner
Date signed: 7/29/2021

CITY OF HOLYOKE:


Terence Murphy, Acting Mayor
Date signed: 8/11/21

APPROVED AS TO FORM:


City Solicitor
Date signed: 8/11/21

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Relevant Energy Concepts LLC.

2. Name of applicant's authorized representative:

Debra J. Tolliver

3. Signature of applicant's authorized representative:



4. Name of municipality:

City of Holyoke

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

Terence Murphy, Acting Mayor

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



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

MurphyT@Holyoke.org

8. Host community agreement execution date:

August 11, 2021



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): 9/27/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 9/10/21

b. Name of publication: The Holyoke Sun

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: 9/14/21

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: 9/13/21

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



Name of applicant:

Relevant Energy Concepts LLC.

Name of applicant's authorized representative:

Debra J. Tolliver

Signature of applicant's authorized representative:

Debra J. Tolliver

Digitally signed by Debra J. Tolliver
Date: 2021.10.16 16:17:56 -04'00'

Classifieds

12 WEEKLY NEWSPAPERS | SERVING 50 LOCAL COMMUNITIES

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PETS

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Direct Support Professionals. Develop and implement active treatment and habilitation programs for individuals with developmental disabilities. The ideal candidate will be a positive role model with good communication skills who can work alone and on a team. 35 hours/week Monday-Friday 8:30am-3:30pm \$15.50/hr to start, \$15.90 after 90 days

Accepting applications at 75 Litwin

HELP WANTED

ASSESSORS CLERK AND/OR ASSISTANT ASSESSOR

The Town of Granby is seeking qualified applicants for the position of Assessors Clerk (AC) and/or Assistant Assessor (AA) for a full-time position (30 hours). Preferred candidates must possess (AC) a high school diploma and one year of office administration and/or record keeping experience; experience in a municipal setting and in dealing with the public strongly preferred; or an equivalent combination of education and experience. (AA) Demonstrates experience and/or schooling required. Certified or certifiable as Mass Accredited Assessor. Knowledge of Mass. Principles of real and personal property values. Must enjoy interacting with the public, real estate agents and other town offices. Job descriptions and applications are available at the Town of Granby Selectboard Office 10-B W State St Granby MA 01033 or by calling 413-467-7177. Applications will be accepted until the position is filled. Salary depends on qualifications and experience. Please submit cover letter and resume to: Town of Granby Board of Assessors C/O Board of Selectmen 10-B West State St., MA 01033.

REAL ESTATE

FOR RENT



EQUAL HOUSING OPPORTUNITY

ALL REAL ESTATE advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise "any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination." We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

VACATION RENTALS

WARM WEATHER IS Year Round in Aruba. The water is safe, and the

REAL ESTATE

FOR RENT



All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status (number of children and or pregnancy), national origin, ancestry, age, marital status, or any intention to make any such preference, limitation or discrimination.

This newspaper will not knowingly accept any advertising for real estate that is in violation of the law. Our readers are hereby informed that all dwellings advertising in this newspaper are available on an equal opportunity basis. To complain about discrimination call The Department of Housing and Urban Development "HUD" toll-free at 1-800-669-9777. For the N.E. area, call HUD at 617-565-5308. The toll free number for the hearing impaired is 1-800-927-9275.

Notice of Public Hearing

The DGR Committee of the Holyoke City Council will hold a public hearing on **Monday, September 27, 2021 at 6:00pm** to hear a Special Permit Application Gary Gladu for a driveway in front yard at 139 Huron Ave (154-00-065) off of the Downing Ave side of the property per section 6.1.8.1 of the Holyoke Zoning Ordinance. Meeting will take place at Holyoke City Hall 536 Dwight St and can be accessed remotely via www.zoom.us Meeting ID: 840 8890 9865 Meeting Passcode: 090999 or by call in at 1 (646) 558-8656 with same Meeting ID and Passcode. Written public comment can be submitted to publiccomment@holyokey.org. For information on these applications please contact City Council Admin Asst Jeffery Anderson-Burgos at Anderson-BurgosJ@holyokey.org or by phone at (413) 322-5525

DGR Chair, David Bartley
09/10, 09/17/2021

Notice of Public Hearing

The DGR Committee of the Holyoke City Council will hold a public hearing on **Monday, September 27, 2021 at 6:00pm** to hear a Special Permit Application for Home Occupation of Nicole Fontaine for a salon at 351 Jarvis Ave (146-00-005) per section 4.8.2 of the Holyoke

St per section 7.2.13 of the Holyoke Zoning Ordinance. Meeting will take place at Holyoke City Hall 536 Dwight St and can be accessed remotely via www.zoom.us Meeting ID: 840 8890 9865 Meeting Passcode: 090999 or by call in at 1 (646) 558-8656 with same Meeting ID and Passcode. Written public comment can be submitted to publiccomment@holyokey.org. For information on these applications please contact City Council Admin Asst Jeffery Anderson-Burgos at Anderson-BurgosJ@holyokey.org or by phone at (413) 322-5525

DGR Chair, David Bartley
09/10, 09/17/2021

COMMUNITY OUTREACH MEETING

A Community Outreach Meeting for Relevant Energy Concepts, LLC, the proposed marijuana delivery operator will be held at our proposed location scheduled for **Monday, September 27, 2021, at 5:15pm** at 84 N. Bridge St. Holyoke, MA 01040. There will be an opportunity for the public to ask questions. Masks will be worn at the meeting and social distancing is recommended. If you are unable to attend, please email questions to recon veterans@gmail.com 09/10/2021

Attachment B

Relevant Energy Concepts LLC
84 N Bridge Street
Holyoke, MA 01040

To: Abutters within 300' of property and town departments:

Holyoke Town Clerk 536 Dwight St., #2 Holyoke, MA 01040	Holyoke Planning Dept. City Hall Annex, #406 20 Korean Veterans Plaza. Holyoke, MA 01040	Holyoke Mayor's Office 536 Dwight St., #1 Holyoke, MA 01040
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September 13, 2021

Dear Holyoke town departments and abutters,

We are giving notice of a Community Outreach Meeting for Relevant Energy Concepts LLC, a proposed marijuana delivery operator, scheduled for September 27th, 2021, at 5:15pm at our proposed location above. There will be an opportunity for the public to ask questions at the meeting. Masks and social distancing will be observed. If you are unable to attend, please email questions to reconveterans@gmail.com

Sincerely,



Deb Tolliver
Owner
Relevant Energy Concepts LLC.

RECEIVED

SEP 14 2021

Holyoke City Clerk's
Holyoke, MA

Attachment C

Relevant Energy Concepts LLC
84 N Bridge Street
Holyoke, MA 01040

To: Abutters within 300' of property and town departments:

Holyoke Town Clerk 536 Dwight St., #2 Holyoke, MA 01040	Holyoke Planning Dept. City Hall Annex, #406 20 Korean Veterans Plaza, Holyoke, MA 01040	Holyoke Mayor's Office 536 Dwight St., #1 Holyoke, MA 01040
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Sincerely,

Deb Tolliver
Owner
Relevant Energy Concepts LLC.



RELEVANT ENERGY CONCEPTS LLC.

Positive Impact Plan Introduction

Relevant Energy Concepts LLC. is committed to being an engaged community partner that will provide excellent opportunities for past and present residents of Holyoke, Massachusetts, an area of disproportionate impact as defined by the Cannabis Control Commission. The people who will benefit from our programs are those designated as Social Equity, residents, parents, spouses and Economic Empowerment certificate holders with Cannabis drug infractions. In order for our program to be successful, judicial change must be a factor that will be established in the program. We believe that by developing cooperative relationships with our local municipalities, businesses, law enforcement, healthcare, non-profits and educational institutions we can minimize the negative perceptions about Cannabis and give people an opportunity to live gainfully employed lives.

The intent of the program is to support the needs of the people in the community with three core initiatives, education, a clean slate to work from and a job that will eliminate the stigma and concerns others may have about Cannabis and its uses as a medical and recreational product. Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Goals

We are pleased to work with the Cannabis Control Commission and are devoted to building the best Social Equity program in the State. We willingly accept this challenge of sustainability on behalf of the City of Holyoke and those affected by incarceration due to Cannabis infractions and present the following two Plans of Positive Impact.

Goal 1: Develop an effective platform for criminal justice change.

Goal 2: Hire 75% of those persons identified as having prior Cannabis convictions into our entry and managerial staff. The final candidates may live or had lived in Holyoke an area of disproportionate impact or may have been a person who is or was incarcerated due to Cannabis Infractions.

Goal 3: Become a portal for business start ups and continuing education using inter-sectional environmentalism and how the links between Carbon reduction Cannabis, CBD's, and Hemp can reduce a Carbon footprint in response to the health and safety venues post Covid-19. The business start up will cover managerial, taxation and certification. Our method for introduction is for five people at our office in Holyoke Massachusetts.

Programs: Relevant Energy Concepts LLC's goals for this Positive Impact Plan are as follows:

1. CORI Reform Program

Relevant Energy Concepts LLC. will foster a relationship with Sheriff's Nicholas Cocchi and Patric J. Cahillane of the Hampden & Hampshire County Houses of Corrections. The relationship will be to identify 5 persons with Cannabis convictions, who are from Holyoke an area of disproportionate impact to be hired and be 75% of the total staff in our Delivery Operations program. The chosen candidates will have their negative Cori ex sparged free of charge by Relevant Energy Concepts LLC and must complete the job-training and re-entry program as may be required from the corrections institute that may be subject to other mandates set forth by said institutions or the court.



RELEVANT ENERGY CONCEPTS LLC.

2. Catalyst Program

The Cannabis Business 101 program is created to bring attention to Climate Change, college courses and basic knowledge to start a Cannabis business for the participant lacking the basic organizational skills to accomplish the task.

Participants will learn the skills needed to succeed in the challenging field of legal Marijuana at all stages of the four learning tracks which are processing, cultivation, retail, and delivery. We will present the most knowledgeable and experienced Cannabis experts in Massachusetts in our sessions. Each class will be held in-house at our offices for 14 weeks and is open to Social Equity applicants.

Format

The Catalyst program will have a series of in-person learning experiences aimed at addressing the unique business challenges and opportunities in the cannabis industry. Topics for the class may include areas such as compliance, licensing and local politics. The Climate Change enthusiast's program we call (Hemp Zero) is based on Climate Change and the relationship to human health effects. All candidate (s) will learn:

- (1) the impacts of climate change on human health (Post Covid) and
- (2) how to communicate climate impacts to constituents and community members. Each session will include evidence-based presentations and case-based learning with an emphasis on alternative renewable energy and Carbon reduction.

Cannabis Business 101

The candidate will learn from a consistent educational outlet that covers Business models
Pitching, fundraising and supply chains.

Critical Thinking

We believe that preparedness is a crucial part of this program. The participants will work as a group in some cases to brainstorm and review the goals that were submitted on the intake form that led to the acceptance into the program at the beginning of the interviewing process. The participants should reflect on key learning criteria and complete an after-action review to help us make the program even better for the next class and indicate interest in being a peer mentor for other groups in the future.

Program Presenters will show:

- A plan to use Microsoft Windows to share information and communicate with participants
- How to create a simple PowerPoint to share and how to create an agenda to follow
- How to use pre reading's, videos etc. and how to begin topics that will be addressed and keep groups engaged with content
- **Session Flow:**
- 3-5 minutes about speakers background and experience
- Address the nuances of the cannabis industry related to the topic
- Impart actionable information in an organized, clear and concise manner



RELEVANT ENERGY CONCEPTS LLC.

Through these programs we will educate our employees about the importance of capital and creating long term strategies in business. Our goal is to introduce an economic alternative to the City of Holyoke and there patrons who may not have had access to this type of wealth generating structure in the past.

Measurements Cori Reform Program

The company will produce an annual community engagement report to outline the progress of our efforts. This will be made available on our website and can be requested in printed format by our community partner. The Director of Community Affairs will be responsible for the tracking management and reporting of all relative qualitative and quantitative data. The information will be released within 45 days of our annual report and will be provided to the Commission upon request or as part of Relevant Energy Concepts LLCs annual license renewal process. The community engagement report will describe the progress towards the 3 goals of the previous outlined programs.

1. Did we measure the number of employees hired as part of the partnership with NNCC Inc. The applicant will count the number of employees hired as part of this partnership and compare to its goal number of six;
 - a. Did we measure how many people from Holyoke have their criminal records ex-sponged
 - b. Future reports will be measured with the necessary additional engagement efforts including the number of individuals served and the way they were served, services provided, and the financial contribution of all efforts

Measurements Catalyst Program

2.
 - a. The applicant will measure how many attendees complete the course and enter into a long term college program
 - b. The applicant will measure our outreach and education program by the number of events organized and attendance of community members
 - c. The applicant will gauge our position to create community partnerships
 - d. The applicant will evaluate our ability to respond to community requests for specific education offerings
 - e. The applicant will assess the diversity of leaders, speakers and presenters as it relates to their race, disability status, sexual orientation, and veteran status
 - f. The applicant will assess how many persons remain with the program and become session leaders for new attendees

Relevant Energy Concepts LLC. acknowledges, is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and 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. Finally, none of the actions taken or programs instituted by Relevant Energy Concepts LLC. will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



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: 001420726

1. The exact name of the limited liability company is: RELEVANT ENERGY CONCEPTS LLC

2a. Location of its principal office:

No. and Street: 603 SUMNER AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01108 Country: USA

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

No. and Street: 603 SUMNER AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01108 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:

AGRICULTURAL DEVELOPMENT AND SUSTAINABILITY PROJECTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DEBRA TOLLIVER
No. and Street: 1833 ROOSEVELT AVENUE
City or Town: SPRINGFIELD State: MA Zip: 01119 Country: USA

I, DEBRA TOLLIVER 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	DEBRA TOLLIVER	
MANAGER	DEBRA TOLLIVER	1833 ROOSEVELT AVENUE SPRINGFIELD, MA 01109 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

DEBRA TOLLIVER

1833 ROOSEVELT AVENUE
SPRINGFIELD, MA 01109

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DEBRA TOLLIVER	1833 ROOSEVELT AVENUE SPRINGFIELD, MA 01109 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of January, 2020,
DEBRA TOLLIVER

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



BUILDING GREEN COMMUNITIES WITH
OVER 60 YEARS EXPERIENCE
SINCE 2010

June 15, 2019

COMMUNITY SERVICES &
ASSET DEVELOPMENT
Small Business Development
Veteran Resources & Advocacy
Homelessness Prevention
Community Crisis Response Team

ENERGY PROGRAMS
Electric Efficiency Audits
Solar Audits
Weatherization

HOME MODIFICATION
Handicapped Accessibility
Window Installation
Electrical
Ramps

SENIOR SERVICES AMERICA
Staffing Services
Employment Skills Training

YOUTH PROGRAMS
Leadership Development
Employment Readiness
Community Service and Engagement
Diversity Support

GREEN TRANSPORTATION
Catch A Ride
Med Cab

To:
Massachusetts Secretary
of the Commonwealth
Corporations Division

To whom it may concern,

On May 24th, 2010 the name and business model Relevant Energy Concepts was created with the assistance of Carols Gonzalez. Mr. Gonzalez is a member of the Massachusetts House of Representatives. He was sworn into office in January of 2015. I/we are aware of the similarity in the filings, please allow the filing as it was done out of necessity to begin a large agricultural and economic stimulus project for the state. The name is branded with the logo and we give permission for the filing. Please accept this letter as explanation for the use of the name.

Sincerely,

Sincerely,
Deb Tolliver
Relevant Energy Concepts



BUILDING GREEN
COMMUNITIES WITH OVER
60 YEARS' EXPERIENCE
SINCE 2011

COMMUNITY SERVICES & ASSET DEVELOPMENT

Small Business Development
Veteran Resources & Advocacy
Homelessness Prevention

January 16, 2020

ENERGY PROGRAMS

DOER Audits
Fuel Assistance Referrals Solar
Audits
Weatherization

Massachusetts Secretary
of the Commonwealth
Corporations Division

HOME MODIFICATION

Handicapped Accessibility
Well, Chimney or Septic

To whom it may concern,

SENIOR SERVICES AMERICA

Staffing Services Employment
Skills Training

YOUTH PROGRAMS

Leadership Development
Employment Readiness
Community Service and
Engagement Diversity Support

GREEN TRANSPORTATION

Catch A Ride
Med Cab
RECON Transports

On May 24th, 2010 the name and business model Relevant Energy Concepts was created with the assistance of Carols Gonzalez. Mr. Gonzalez is a member of the Massachusetts House of Representatives. He was sworn into office in January of 2015. I/we are aware of the similarity in the filings, please allow the filing as it was done out of necessity to begin a large agricultural and economic stimulus project for the state. The name is branded with the logo and we give permission for the filing. Please accept this letter as explanation for the se of the name.

Sincerely,

Brian and Debra Tolliver
Relevant Energy Concepts

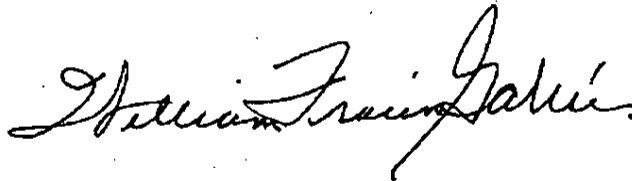
♦www.relevantenergyconcepts.com♦

Springfield Main Office: 603 Sumner Ave., Springfield, Massachusetts 01108
Phone: 413.693.6573

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:

January 21, 2020 12:20 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Relevant Energy Concepts, LLC.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

DATED AS OF OCTOBER 28, 2021

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND REPURCHASE OPTIONS SET FORTH IN THIS AGREEMENT.

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Agreement") of Relevant Energy Concepts, LLC, a Massachusetts limited liability company (the "Company"), is made as of January 21st, 2020 by and among the persons named on Schedule 1 hereto as the Member(s) of the Company. The parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1. ORGANIZATION

1.1 Formation of Limited Liability Company. On January 21st, 2020, Relevant Energy Concepts LLC. (the "Company") was organized as a limited liability company pursuant to the Act by the filing of a Certificate of Organization (the "Certificate") with the Secretary of State of the Commonwealth of Massachusetts as required by the Act.

1.2 Name. The name of the Company shall be Relevant Energy Concepts, LLC, provided that the Management Committee (defined below) may select and utilize various trade names from time to time.

1.3 Offices. The registered office of the Company in the Commonwealth of Massachusetts is the office named in the Certificate or such other office (which need not be a place of business of the Company) as the Management Committee may designate. The registered agent of the Company in the Commonwealth of Massachusetts is the initial registered agent named in the Certificate or such other Person or Persons as the Management Committee may designate in the manner provided by law. The principal office of the Company shall initially be Relevant Energy Concepts, LLC, c/o Attorney Geoffrey Farrington, 16 King St Palmer, MA 01069 or at such other place as the Management Committee may designate, which need not be in the Commonwealth of Massachusetts. The Company may have such other offices as the Management Committee may designate.

1.4 Purpose. The purpose of the Company is to own and operate, as a licensed economic empowerment entity, directly or indirectly through a Subsidiary and/or joint ventures, retail cannabis establishments and to engage in related functions (each a "Location", and together the "Locations"), and to exercise all of the rights and performance of all of the obligations that relate to such activities, and to engage in such other activities directly related to the foregoing business as may be necessary, advisable or appropriate (collectively, the "Business").

1.5 Fiscal Year. The fiscal year of the Company shall be the calendar year or such other fiscal year as the Management Committee shall determine.

1.6 Term. The Company was formed on the date of filing of the Certificate and its period of existence shall be perpetual until termination and dissolution thereof in accordance with the provisions of Article 9 of this Agreement.

1.7 Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in Section 10.1 of this Agreement.

ARTICLE 2. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

2.1 Initial Capital Contributions: Units.

a. The membership interests of the Members shall be represented by issued and outstanding Units, which shall initially be classified Class A, Class A-1, Class B and Class C. No type, class or series of Units shall be certificated unless otherwise determined by the Management Committee. The total number of Units which the Company is authorized to issue and the authorized capital of the Company shall initially consist of 200,000 Units. The Units issued hereunder will be designated by the Management Committee, at the time of issuance, as either shares of Class A, Class A-1, Class B or Class C Units. Each Member listed on Schedule 1 has made, or contemporaneously with the execution of this Agreement will make, a capital contribution to the Company in the amount set forth on Schedule 1 and is deemed to own the Units set forth opposite such Member's name on Schedule 1.

b. The Company is hereby authorized to sell up to 40,000 Class B Units for a per unit price of \$50 for a total capital raise of \$2,000,000, the proceeds of which shall be used for start-up costs and general operating expenses. The Company is further authorized to reserve 60,000 Class C Units for sale in connection with an anticipated capital raise of \$7,000,000 in 2022. Notwithstanding the foregoing, the Management Committee may adjust the terms of these proposed equity sales as it deems to be in the best interest of the Company and its Members.

2.2 No Additional Capital Contributions. The Members shall not be required to make any additional capital contributions.

2.3 Capital Accounts. Separate and individual Capital Accounts shall be established and maintained by the Company for each Member in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account of each Member shall be credited with the Member's capital contributions (at fair market value with respect to contributed property, net of any liabilities assumed by the Company in connection with such contribution or to which such contributed property is subject) and shall be appropriately adjusted to reflect each Member's allocations of Net Profits and Net Losses, the fair market value of property distributed (net of any liabilities assumed by such Member or any liabilities to which such property is subject) to the Member and such other adjustments as shall be required by Code Section 704 and the Treasury Regulations promulgated thereunder.

2.4 Limited Liability. No Manager or Member shall be personally liable to satisfy any judgment, decree, or order of a court for, or be personally liable to satisfy in any other manner, any debt, obligation, or liability (whether arising in contract, tort or otherwise) of the Company solely by reason of being a Manager or Member.

2.5 No Interest on or Right to Withdraw Capital Contributions; Negative Capital Accounts. No interest shall be paid by the Company and no Member shall have the right to receive interest on capital contributions or on the balance in any capital account and no Member shall have the right to withdraw the Member's capital contribution or to demand or receive a return of the Member's capital contribution or to otherwise withdraw as a Member. No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

2.6 Additional Units. No Member shall have the right to make additional capital contributions to the Company without the consent of the Management Committee and the Consent of the Members (defined below). Subsequent to the initial issuance of Units, additional Units may be authorized, issued and sold by the Company to any Person, whether or not already a Member, in such number, amount and upon such terms and conditions as are determined by the Management Committee with the Consent of the Members (the "Additional Units"); provided however, that no Additional Units shall be issued and sold unless such Additional Units shall have first been offered to the Members pursuant to Section 2.7 below. Any Person purchasing Additional Units shall become a Member of the Company for all purposes upon signing a counterpart to this Agreement.

2.7 Pre-Emptive Rights.

(a) Subject to the exclusion provided for in subsection (d) below, before the Company may issue and sell Additional Units to any Person (including an existing Member, but excluding any issuances which are made on a *pro rata* basis to all Members) (the "Proposed Purchaser") the Company must first make a bona fide offer (the "Offer") to sell such Additional Units to all of the existing Members in accordance with this Section 2.7. The Company shall provide written notice to each Member, which shall set forth (i) the identity of the Proposed Purchaser, (ii) the total number of Additional Units subject to the Offer and such Member's *pro rata* portion thereof, (iii) the purchase price thereof, which must be stated in United States dollars (the "Offer Price"), and (iv) all other terms of the Offer, including the closing date, which shall not be earlier than twenty (20) days or later than one hundred twenty (120) days after the date notice of the Offer (the "Notice Date") is given by the Company to the Members (collectively items (i) through (iv), the "Offer Terms"); provided, however, that any of the foregoing requirements may be waived with the written consent of all Members. Each Member shall have fifteen (15) business days ("Preemptive Period") to elect to purchase all or a portion of such Member's *pro rata* portion as set forth in the Offer, by providing written notice to the Company (e-mail being sufficient) of such election. The Offer Terms, including the Offer Price, made to the Members pursuant to this Section 2.7 shall be no less favorable (and in the case of the Offer Price, no greater) than the terms on which such Additional Units are to be sold to the Proposed Purchaser. For purposes of this Section 2.7, a Member's "pro rata portion" shall be the product of the total Additional Units being offered in connection with an Offer multiplied by a fraction (i) the numerator of which is the number of Units such Member owns as of the Notice Date and (ii) the denominator is the aggregate number of Units owned by all the Members as of the Notice Date.

(b) If any Member does not exercise such Member's option to purchase all or a part of its *pro rata* portion of the Additional Units pursuant to Section 2.7(a) (such remainder, the "Remaining Additional Units"), then within five (5) days of the expiration of the Preemptive Period, the Company shall notify any Member that has elected to purchase all of its *pro rata* portion pursuant to Section 2.7(a) of the opportunity to purchase all or a portion of such Remaining Additional Units. Such Member shall have fifteen (15) days to elect to purchase all such Remaining Additional Units. If more than one Member is eligible to purchase Remaining Additional Units pursuant to this Section 2.7(b), such Members shall be entitled to purchase their ratable portion of such Remaining Additional Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(c) If any Member does not exercise such Member's option to purchase any Additional Units or Remaining Additional Units pursuant to Section 2.7(a) or 2.7(b) (or if any such Member fails to pay the Offer Price in the time frame set forth for payment in the Offer notice), the Company may sell any such unpurchased Additional Units to the Proposed Purchaser; provided, that such sale shall occur not later than one hundred eighty (180) days after the Notice Date and only in accordance with the Offer Terms (except with regard to the sale price which may exceed the Offer Price). In the event a sale contemplated by the preceding sentence is not consummated within one hundred eighty (180) days, any sale beyond such time shall again be subject to this Section 2.7.

(d) This section shall not apply to Units reserved for (i) an equity incentive plan approved under this Agreement, or otherwise issued to employees, consultants, advisors and the like for purposes compensation and (ii) the Class B and Class C Units approved for sale under Section 2.1.

2.8 Investment Representations and Acknowledgments. Each of the Members represents and acknowledges to the Company as of the date hereof (or, with regard to any later-admitted Member, as of the date such Member executes a counterpart signature or joinder to this Agreement), with respect to the issuance of Units to such Member, as follows:

(a) The Units are being purchased for the Member's own account and for investment and not with a view to or for resale in connection with any distribution or public offering of the Units within the meaning of the Securities Act of 1933, applicable state securities laws, and other applicable securities laws and rules (collectively the "Securities Laws").

(b) The Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of the purchase of the Units.

(c) All documents, records, and books pertaining to the Company and the purchase of the Units have been made and are available to the Member and representatives of the Member, and the Member has had an opportunity to ask questions of and receive answers from all persons related to the Company concerning the Company and the Units.

(d) The Units have not been registered under any of the Securities Laws and cannot be resold or otherwise disposed of and must be held indefinitely unless they are subsequently registered under the Securities Laws or an exemption from registration is available.

(e) The exemption under Rule 144 under the Securities Act of 1933 may not be available for the resale of the Units.

(f) The Company is under no obligation and does not intend to register the Units under the Securities Laws or to effect compliance with any exemption from registration under the Securities Laws in the future.

2.9 Drag-Along.

(a) Notwithstanding anything to the contrary contained in this Agreement, in the event that the sale of the Company (whether by merger, reorganization, consolidation, sale

of all or substantially all of the Company's assets or sale, directly or indirectly, of all of the outstanding Units) to an unaffiliated third-party is approved by the Consent of the Members (an "Approved Sale"), each and every one of the other Members (each, a "Drag-Along Member") agrees to sell in such Approved Sale all Units held by such Drag-Along Member for the same form and amount of consideration per class of Unit and otherwise on the same terms and conditions upon which all other Members sell their Units.

(b) Each Member hereby waives, to the extent permitted by applicable law, all rights to object to or dissent from such Approved Sale and hereby agrees to consent to and raise no objections against such Approved Sale. The Company and the Members hereby agree to cooperate fully in any Approved Sale and not to take any action prejudicial to or inconsistent with such Approved Sale.

(c) At least twenty (20) days prior to the anticipated closing date of an Approved Sale, the Company shall provide a written notice (the "Drag-Along Notice") of the Approved Sale to the Drag-Along Members. The Drag-Along Notice must set forth the consideration per Unit (per Unit class, if applicable) to be paid in such Approved Sale and the other terms and conditions of the Approved Sale and include copies of the documents to be executed by such Drag-Along Members (collectively, "Ancillary Documents"), which may include, but not be limited to, transfer agreements, sale agreements, escrow agreements, consents, assignments, releases and waivers. Not later than 15 days after receipt of the Drag-Along Notice, each of the Drag-Along Members shall deliver to the Management Committee an unconditional agreement in writing to sell all of such Drag-Along Member's right, title and interest in such Drag-Along Member's Units pursuant to this Section 2.9 simultaneously with the consummation of such Approved Sale in exchange for delivery to such Drag-Along Member of the consideration therefor and all Ancillary Documents required to be executed in connection with such Approved Sale (the release of which may be conditioned upon consummation of the Approved Sale). Each Member will be obligated to (i) pay its respective pro rata share of the expenses incurred by the Members in connection with any such Approved Sale to the extent not paid or reimbursed by the Company or unaffiliated third-party purchaser; provided, that no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale, and (ii) shall be responsible for such Member's *pro rata* share in any purchase price adjustments, indemnification or other obligations that the sellers of Units, other equity interests or assets are required to provide in connection with such sale so that proceeds will be distributed as if they had been distributed after giving effect to such adjustments, indemnification and other obligations (other than any such obligations that relate specifically to a particular Member, such as indemnification with respect to representations and warranties given by a Member individually regarding such Member's title to and ownership of Units); provided, that all representations, warranties, covenants and indemnities shall be made by the Members severally and not jointly and no Member will be obligated in connection with an Approved Sale to agree to indemnify or hold harmless the transferees with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Approved Sale. In connection with any Approved Sale, each Member appoints the members of the Management Committee or its designee as its representative to make all decisions in connection with any sale agreement (including the right to resolve any potential indemnification claims or other disputes on behalf of all Members). In the event that any Member receives a Drag-Along Notice pursuant to this Section 2.9(c), such Member agrees to use its commercially reasonable efforts, to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable, under applicable laws and regulations (including, without limitation, to

ensure that all appropriate legal and other requirements are met and all consents of third parties are obtained), to consummate the proposed transactions contemplated by this Section 2.9. If any such vote is required by applicable law, each Member agrees that, in addition to any of the requirements of the immediately preceding sentence, such Member shall vote all of its Units in favor of the transaction. The Members hereby appoint the members of the Management Committee or its designee as its attorney in fact to enter into any agreements to effectuate this Section 2.9(c). If the closing of the Approved Sale does not occur within 90 days following the date of the Drag-Along Notice, on the terms set forth therein, the Company and the Members may not then effect a transaction subject to this Section 2.9 without again fully complying with the provisions of this Section 2.9(c).

ARTICLE 3. CASH FLOW PAYMENTS; ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocation of Net Profits and Net Losses. Except as otherwise required by law, Net Profits and Net Losses shall be allocated in proportion to the Members' respective ownership of Units. The intent of the foregoing allocation is to comply with Treasury Regulations Section 1.704-1(b) and to ensure that the Members receive allocations of Net Profits and Net Losses pursuant to this Section 3.1 in accordance with their relative economic interests in the Company.

3.2 Special Allocations. Notwithstanding Section 3.1, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset," "minimum gain chargeback," "partner nonrecourse debt minimum gain chargeback," "nonrecourse deductions" and "partner nonrecourse deductions" rules of the Treasury Regulations promulgated pursuant to Code Section 704(c). To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted so that the cumulative effect of all of the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this section.

3.3 Tax Allocations. The income, gains, losses, credits, and deductions recognized by the Company shall be allocated among the Members, for U.S. federal, state, and local income tax purposes, to the extent permitted under the Code and the Treasury Regulations, in the same manner that each such item is allocated to the Members' Capital Accounts, except as provided in Sections 3.3(a) and (b).

(a) If property is contributed to the Company by a Member, and there is a difference between the basis of such property to the Company for U.S. federal income tax purposes and the Gross Asset Value at the time of its contribution, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax purposes (but not for book purposes), shall be allocated (in any permitted manner determined by the Management Committee) among the Members so as to take account of such book/tax difference as required by Code Section 704(c).

(b) If property (other than property described in Section 3.3(b)) of the Company is reflected in the Capital Accounts of the Members and on the books of the Company at a Gross Asset Value that differs from the adjusted basis of such property for U.S. federal income tax purposes by reason of a revaluation of such property, then items of income, gain, deduction and loss with respect to such property, as computed for U.S. federal income tax

purposes (but not for book purposes), shall be allocated among the Members in a manner that takes account of the difference between the adjusted basis of such property for U.S. federal income tax purposes and its Gross Asset Value in the same manner as differences between the adjusted basis and fair market value are taken into account in determining the Members' share of tax items under Code Section 704(c).

3.4 Distributions from Operations.

(a) Except for Tax Distributions under Section 3.5, distributions to Members shall be made from Cash Flow in such amounts and at such times as the Management Committee shall determine as follows: to the Members, *pro rata*, in proportion to their respective ownership of Units.

(b) For purposes of this section, neither a reimbursement to a Manager or a Member for an expenditure properly considered as a cost or expense of the Company, nor the payment by the Company of any fee to a Manager or Member, nor the payment to a Manager or Member of any principal or interest on any loan, shall be considered a distribution to a Member.

(c) All distributions, upon dissolution or otherwise, shall be made solely from the Property and no Member (even if the Member has a deficit balance in the Member's capital account) or Manager shall be personally liable for any such return. Any securities or other assets distributed to the Members shall be valued at their fair market value as determined in good faith by the Management Committee.

3.5 Tax Distributions.

(a) The Management Committee shall cause the Company to distribute to each Member at least annually, within ninety (90) days after the end of its fiscal year, an amount of cash at least sufficient to reimburse the Members for any income taxes payable in respect of his or its distributive share of the Company's income during the preceding fiscal year (such distributions, "Required Minimum Tax Distributions"). The Company accountant shall determine a single income tax rate (state and federal) which shall be applied for the purposes of this paragraph to all Members, regardless of their individual tax rate.

(b) Any distribution made pursuant to Section 3.5(a) which exceeds the amount of the Required Minimum Tax Distribution for any tax year shall not affect the determination of the Required Minimum Tax Distribution for any subsequent tax year. Notwithstanding anything to the contrary in this Section 3.5, the Company shall be under no obligation to make any Required Minimum Tax Distribution if such distribution (i) is then prohibited under applicable law, (ii) is then prohibited under any agreement to which the Company is a party or (iii) would materially impair the Company's ability to conduct its affairs or the Business.

3.6 Distributions Other Than From Operations. All cash from a Capital Transaction shall be distributed to the Members according to the order and priority set forth in Section 3.4 above.

ARTICLE 4. MANAGEMENT: RIGHTS, POWERS AND OBLIGATIONS OF THE MANAGER

4.1 Management and Control in General.

(a) **Powers of Managers.** Subject to Section 4.1(b), the business of the Company shall be exercised by or under the direction of the Management Committee, and the Members shall have no right (unless otherwise granted by the Management Committee) to act on behalf of or bind the Company. Subject to Section 4.1(b), the Management Committee will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. Each of the Managers shall have all the rights, powers and obligations of a manager as provided in the Act and as otherwise provided by law, provided, that a Manager shall only have the right to exercise such authority upon (i), if applicable, receipt of the required approvals set forth in Section 4.1(b) below, and (ii) having been so authorized by the Management Committee. Once authorized pursuant to the immediately preceding sentence, any Manager may act to bind the Company and to sign contracts on behalf of the Company.

(b) **Rights Reserved to Members.** Notwithstanding anything to the contrary in this Agreement, in no event shall the Management Committee take or cause to be taken on behalf of the Company, any Location, any entity of which the Company then is an owner or operator, or any Affiliate of the Company (including, for the sake of clarity, all operating Subsidiaries that the Company may own, operate or otherwise control from time to time, directly or indirectly) any of the following actions without the prior written consent of the Members holding at least a majority of the then outstanding Units (the "Consent of the Members"):

(i) a merger, consolidation, internal corporate restructuring or similar transaction;

(ii) the admission of additional Members (other than any admission incident to permissible transfers of Units or the authorized sale(s) of Class B and/or Class C Units);

(iii) entering into or amending, enforcing (or waiving enforcement of rights thereunder) or terminating any contract, agreement or other arrangement between the Company (or any direct or indirect Subsidiary thereof), and any Member, Manager, officer, employee or agent, any Affiliate of the foregoing (or any of such Affiliate's directors, managers, equityholders, officers, employees or agents), on the other hand; provided, that this item (iii) shall not apply with regard to employment agreements, offer letters or similar agreements executed in the ordinary course of business;

(iv) filing any bankruptcy or any similar proceeding seeking protection from creditors;

(v) changing the purpose, the Business, format of operation or name of the applicable entity;

(vi) entering into any written or oral contract, agreement (including employment agreements), guaranty or other arrangement or financial commitment that creates an obligation, liability or any other form of indebtedness in an amount equal to or greater than \$100,000;

(vii) (A) selling an interest of the Company's direct or indirect equity in any Location, subsidiary entity, any Affiliate of the Company or any other entity in which the Company has an interest or (B) selling, leasing or otherwise disposing of all or any part of its business, property or assets, whether now or hereafter acquired;

(viii) amending, terminating, assigning or transferring (in whole or in part) the rights under any material agreement (including, without limitation, any real property lease, operating lease and joint venture agreement) or waiving any rights thereunder;

(ix) granting security interests, liens or mortgages in or on any asset whether now, directly or indirectly, owned or hereafter acquired;

(x) amending, modifying, supplementing or terminating any charter, organizational or governing document of the Company or any direct or indirect Subsidiary;

(xi) authorizing continuation upon a dissolution;

(xii) (A) issuing, selling, combining or reclassifying any additional Units or other equity interests of the Company (or any direct or indirect Subsidiary) or any securities convertible into or exchangeable for such Units or other equity interests of the Company (or any direct or indirect Subsidiary) or (B) activating any capital call rights (other than sale(s) of Class B and/or Class C Units authorized under Section 2.1);

(xiii) make, or permit any Subsidiary to make, any loan or advance to, or own any stock or other securities of, any Subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(xiv) adopt any employee incentive equity or option plan;

(xv) committing or agreeing to enter into any of the agreements or undertake any of the actions described in clauses (i) to (xiv) above.

No Member shall unreasonably withhold, condition or delay its consent to any of the foregoing matters.

4.2 Number and Appointment of Managers; Removal.

(a) The Company shall initially have five (5) Managers (the "Management Committee"), who will be appointed as set forth below.

(i) Class A Unitholders shall appoint, voting as a class, three (3) members of the Management Committee, two (2) of which shall qualify as minority status under applicable law;

(ii) Class A-1 Unitholders shall appoint, voting as a class, one (1) member of the Management Committee, which shall qualify as minority status under applicable law; and

(iii) Class B Unitholders shall appoint, voting as a class, one (1) member of the Management Committee.

Each class of Unitholders as delineated above shall be solely and exclusively responsible to elect the Manager(s) representing their class.

(b) All decisions of the Management Committee shall require the affirmative vote of a majority of the Managers (and for the avoidance of doubt, in the case of the actions described in Section 4.1(b) will also require the Consent of the Members). The Managers shall discuss and negotiate in good faith to reach consensus on all decisions, including the use of non-binding mediation.

(c) Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager will take effect upon receipt of notice thereof or at such later time as will be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. Subject to Article 6, the resignation of a Manager who is also a Member will not affect the Manager's rights as a Member.

(d) A Manager may be removed at any time for any reason by the Person(s) who appointed such Manager as described in Section 4.2(a). A Manager may also be removed for "cause" by the Consent of the Members. For purposes of this section, "cause" shall mean (i) a conviction or a plea of no contest to any federal or state crime, excluding routine motor vehicle charges not involving the use of alcohol or drugs by the Manager; (ii) fraud, negligence or intentional misconduct with respect to the Company; or (iii) repeated or continued willful failure to perform his agreed-upon duties to the Company. Subject to Article 6, the removal of a Manager who is also designated by a Member will not constitute a withdrawal of a Member.

(e) Any vacancy occurring for any reason in the number of Managers of the Company will be filled by the appointment of new Managers by the Person(s) entitled to appoint Managers for such vacant seats as described in Section 4.2(a) within sixty (60) days of the occurrence of the vacancy. If a replacement Manager is not appointed within this period, the Management Committee acting unanimously may fill the vacant seat (such a Manager appointed by the Management Committee, a "Temp Manager"); provided, that (i) the Members entitled to appoint a Manager to fill the seat held by a Temp Manager may at any time upon fifteen (15) days' notice to the Management Committee appoint a Manager to replace such Temp Manager and (ii) upon delivery to the Management Committee of such notice the Temp Manager shall automatically be deemed to have resigned as a Manager.

(f) A Manager shall not be required to be a Member, a resident of Massachusetts, or a natural person.

(g) Except as otherwise provided herein, no Member will take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except and only to the extent expressly provided for in this Agreement or as delegated by the Manager, no Person other than the Officers (defined below) will be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

4.3 Employment of Others, Including Affiliates. The Management Committee shall have the right to appoint officers and agents of the Company and establish their compensation and duties. Nothing contained in this Agreement shall preclude the employment by the Company of any Manager or Member or any agent or third party to operate and manage

all or any portion of the Company or its businesses or to provide any service relating to the business of the Company, subject to the control of the Management Committee. Subject to Section 4.1(b), the Company (or any Subsidiary thereof) may engage Affiliates of any Manager or Member to render services to the Company; provided that any such engagement shall be upon terms and conditions no less favorable to the Company than could be obtained from an independent third party and (ii) the consent of the unaffiliated Members shall be required prior to any such engagement. Neither the Company nor any of the Members shall have, as a consequence of the relationship created hereby, any right in or to any income or profits derived by a Manager or Member or an Affiliate of any of the Manager or Members from any business arrangements with the Company which are consistent with this Section.

4.4 Costs and Expenses; Manager Compensation. The Company shall pay all costs and expenses arising from or relating to the organization of the Company, the development of the Business and the commencement and continuation of Company operations. No Manager shall be entitled to compensation for its role as Manager unless approved by the Consent of the Members.

4.5 Title to Property. Title to Property shall be taken in the name of the Company.

4.6 Liability of Managers. No Manager or any Affiliate of a Manager, or their respective officers, shareholders, controlling persons, directors, agents and employees, shall be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members, their successors or permitted assigns, for any act or failure to act in connection with the affairs of the Company, unless it is proved, by clear and convincing evidence, in a final, non-appealable decisions of a court of competent jurisdiction that its act or failure to act was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company. Any action taken in good faith in reliance upon and in accordance with the advice or opinion of counsel shall be conclusively deemed not to constitute an undertaking with deliberate intent to cause injury to, or with reckless disregard for the best interests of, the Company.

4.7 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify or agree to indemnify any Person 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, and whether or not such Person is acting by or in the right of the Company, by reason of the fact that such Person is or was a Manager, officer, employee or agent of the Company or any Manager, or is or was serving at the request of the Company as a manager, director, trustee, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise or employee benefit plan, against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding; provided that such indemnification shall not be available if the acts or omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud.

4.8 [Intentionally Omitted].

4.9 Insurance. The Company may purchase and maintain directors and officers insurance, to the extent and in such amounts as the Management Committee deems reasonable, on behalf of the Management Committee, Officers and such other Persons as the

Management Committee will determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. In addition, the Company and any Subsidiary may obtain key person life insurance on such individuals and in such amounts as may be approved by the Consent of the Members from time to time.

4.10 Fiduciary Duties of Members. Except as may be expressly provided for herein, this Agreement is not intended to, and does not, create or impose any fiduciary duty on any Member. To the greatest extent permitted by law (including under the Act), each Member hereby waives any and all fiduciary duties owed by any other Members in its capacity as a Member that, absent such waiver, may be implied by law or equity, and in doing so, recognize, acknowledge and agree that the Members' duties and obligations to one another and to the Company are only as expressly set forth in this Agreement, any other express agreements to which they are a party.

4.11 Devotion of Time. A Manager is not obligated to devote all of their time or business efforts to the affairs of the Company but shall devote whatever time, effort and skill is reasonably necessary for the profitable operation of the Company and the proper performance of the Manager's duties.

ARTICLE 5. MEETINGS; VOTING AND OFFICERS

5.1 Meetings of Members.

(a) **Notice of Meetings.** Meetings of Members may be called by (i) the Management Committee or (ii) the Members holding at least twenty percent (20%) of the outstanding Units held by all Members that are entitled to vote at such meeting. Unless otherwise waived by the Members, written notice of any meeting, stating the time, place and purpose of the meeting, shall be given either by personal delivery or email 48 hours in advance.

(b) **Quorum.** Presence in person of Members owning a majority of the then outstanding Units of the class entitled to vote at such meeting shall constitute a quorum. Such Members may adjourn such meeting from time to time. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

(c) **Actions.** The affirmative vote of Members owning a majority of the Units of the class entitled to vote at such meeting who are present at a duly constituted meeting shall, unless a greater vote is required by the Act, this Agreement or the Certificate, be the duly adopted act of the class of Members entitled to vote.

(d) **Action by Members Without Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by the Members holding not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all of the Members were present and voting. Prompt notice of the taking of the action

without a meeting by less than a unanimous consent shall be given to all Members, but the failure to provide such notice shall not affect the validity of the action.

(e) **Telephonic Meetings.** The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(f) **Proxies.** Any Person who is entitled to attend or vote at a meeting or to execute consents, waivers, or releases may be represented or vote at such meeting, execute consents, waivers, and releases, and exercise any of its other rights by proxy or proxies appointed by a writing signed by such person or its duly appointed attorney-in-fact.

(g) **Place of Meeting.** All meetings of Members shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(h) **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing executed by the Member, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

(i) **Electronic Transmissions.** An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Member or proxy holder, or by a person or persons authorized to act for a Member or proxy holder, shall be deemed to be written, signed and dated for the purposes of this Section 5.1, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Member or proxy holder or by a person or persons authorized to act for the Member or proxy holder, and (ii) the date on which such Member or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.2 Meetings of Managers.

(a) **Notice of Meetings.** Meetings of the Management Committee may be called by any Manager. Written notice of any meeting, stating the time and place of the meeting, shall be given either by personal delivery or by mail not less than two (2) days nor more than thirty (30) days before the date of the meeting to each Manager. If mailed, such notice shall be sent to the Managers in accordance with Section 10.2.

(b) **Quorum; Actions.** A majority of the members of the Management Committee shall be required for a quorum for transaction of business at any meeting of the Management Committee. The Management Committee may only act upon the approvals set forth in Section 4.2(b).

(c) **Action by Managers Without Meeting.** Any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Managers.

(d) **Telephonic Meetings.** The Managers may participate in and act at any meeting of the Managers through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Persons so participating.

(e) **Place of Meeting.** All meetings of Managers shall be held at the place stated in the notice of meeting, which may be within or without the Commonwealth of Massachusetts.

(f) **Waiver of Notice.** When any notice is required to be given to any Manager, a waiver thereof in writing executed by the Manager, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Manager of notice of such meeting.

(g) **Electronic Transmissions.** An electronic transmission, including but not limited to an email, consenting to an action to be taken and transmitted by a Manager shall be deemed to be written, signed and dated for the purposes of this Section 5.2, provided that any such electronic transmission sets forth, or is delivered with information from which the Company can determine, (i) that the electronic transmission was transmitted by the Manager, and (ii) the date on which such Manager transmitted such electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed.

5.3 Record Date and Closing Unit Transfer Books.

(a) **Record Date.** For any lawful purpose, including without limitation the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members or to receive payment of any distribution, the Management Committee may fix a record date which shall not be a date earlier than the date on which the record date is fixed and shall not be more than sixty (60) days preceding the date of the meeting of Members or the date fixed for the payment of the distribution, as the case may be. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

(b) **Closing Unit Transfer Books.** The Management Committee may close the Company's Unit Journal (as defined below) against transfers of Units during the whole or any part of the period between the record date and the date fixed for the payment of any distribution.

(c) **Adjournments.** When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.4 Officers. The Management Committee shall have the authority to appoint, oversee and remove officers of the Company from time to time. One individual may hold two or more offices. The officers of the Company shall be chosen by the Management Committee and, unless otherwise determined by the Management Committee, may include a President, Vice-President, Treasurer and a Secretary with such powers and duties as are customary to such officers and such additional powers and duties as the Management Committee may from time to time designate (hereinafter "Officers"). The compensation of all Officers of the Company shall be fixed by the Management Committee, unless that function shall have been delegated otherwise. The Officers of the Company shall hold office until such time as they die, resign or their successors are chosen and qualify in their stead. If the office of any Officer or Officers becomes vacant for any reason, the vacancy may be filled by the Management Committee. All of the officers of the Company shall at all times be and remain subject to the direction and control of the Management Committee. The powers granted to the Management Committee hereunder are subject to Section 4.1(b).

ARTICLE 6.

TRANSFERS OF UNITS; ADMISSION OF NEW MEMBERS

6.1 General Restriction. Each and every Unit heretofore and hereafter issued is and shall be held, owned and transferred subject to the terms and conditions contained herein. Subject to Section 4.1, no Units shall Transferred, for consideration or otherwise, whether voluntarily, involuntarily, or by operation of law, and no purported Transferee shall be recognized as a member of the Company for any purpose whatsoever unless and until the Transferee has signed a counterpart signature page to this Agreement and one of the following conditions is satisfied: (i) a majority of the non-Transferring Members consent to the proposed Transfer or (ii) such Units have been Transferred, sold, or released from restriction upon Transfer in accordance with the provisions of this Agreement. A Transfer, or attempt to Transfer, subject to the provisions of this Agreement shall be deemed to occur whenever any Units are Transferred or are attempted to be Transferred, voluntarily, involuntarily, or by operation of law, irrespective of whether any change in the record ownership of the Units occurs.

6.2 Disposition of Units.

(a) No Member may directly or indirectly Transfer all or a portion of its Units ("ROFR Units") to any third party (including any other Member or affiliate thereof) without first providing written notice (a "ROFR Notice") of such intended transaction to the Company and to each other Member, including (1) the identity of the proposed transferee, (2) the total number of Units contemplated to be transferred, (3) the purchase price thereof, which must be stated in United States dollars (the "ROFR Price"), and (4) all other terms on which such Units are proposed to be transferred to the proposed Transferee. With respect to any ROFR Units that are proposed to be Transferred from time to time, the Company and the Members shall have the following rights:

(i) Within twenty (20) days following the receipt of a ROFR Notice, the Company shall have an option to purchase all (but not less than all) of the ROFR Units offered in such ROFR Notice. The Company's option shall be exercisable upon the approval of the Members (other than the transferring Member) holding at least fifty-one (51%) percent of the Units then outstanding (not including the Units held by the transferor Member).

(ii) If the Company fails to exercise its option pursuant to Section 6.2(a)(i) then within twenty (20) days (the “Member ROFR Period”) following the earlier of (i) the expiration of such option period or (ii) such time as the Company’s option is not elected to be exercised and the Members are notified in writing (e-mail being sufficient) of such non-election by the Company, the Members (other than the transferring Member) shall be entitled to purchase all or a portion of its *pro rata* portion of the ROFR Units of the transferor Member. Each Member electing to purchase its *pro rata* portion of the ROFR Units shall notify in writing the Company and the transferring Member of such election prior to the expiration of the Member ROFR Period.

(iii) If a Member does not elect to purchase all or a portion its *pro rata* portion of the ROFR Units, then upon the expiration of the Member ROFR Period, any Member electing to exercise its rights under Section 6.2(a)(ii) to purchase the entirety of its *pro rata* portion shall be notified by the Company of the opportunity to purchase all or a portion of such remaining ROFR Units (“Remaining ROFR Units”). Such Member shall have fifteen (15) days to elect to purchase all such Remaining ROFR Units. If more than one Member is eligible to purchase Remaining ROFR Units pursuant to this Section 6.2(a)(iii) such Members shall be entitled to purchase their ratable portion of such Remaining ROFR Units, determined based on the ratio of Units held by such Member relative to the Units held by all such eligible Members.

(b) If either the Company or the other Members elect to exercise their options pursuant to Section 6.2(a), then:

(i) the purchase price shall be equal to the lesser of (A) the price disclosed in the ROFR Notice or (B) the price provided for in Section 6.5(a) of this Agreement, at the option of the purchasing Member; and

(ii) the payment terms shall be upon either (A) the terms set forth in the ROFR Notice or (B) the terms provided for in Section 6.5(a) of this Agreement, at the option of the purchasing Member.

(c) If the Company and the other Members fail to exercise their options under this Section 6.2, then the Transferor shall be free to transfer ownership of his or her Units in accordance with terms of such Transfer set forth in the ROFR Notice given to the Company and the other Members; provided, that the purchaser of such Units shall take them subject to the terms and restrictions imposed by this Agreement and shall become a party hereto; and provided further that if the proposed Transfer is not consummated within thirty (30) days of the later of (i) such time as the rights of the Company and the Members to elect to purchase any ROFR Units pursuant to Section 6.2(a) has expired or (ii) all such possible elections pursuant to Section 6.2(a) have been made, the Transferor Member’s right to sell such Units shall be deemed to have lapsed, and any sale of such Member’s Units without again complying Section 6.2(a) shall be null and void and deemed to be in violation of this Agreement.

6.3 Other Transfers.

(a) Any one or more of the following events or conditions shall be deemed to constitute an offer to sell Units held by any Member:

(i) the filing of a petition in bankruptcy by or against the Member;

(ii) an adjudication that the Member (to the extent a Member is an individual) is an insane or incompetent person;

(iii) any assignment by the Member for the benefit of its creditors;

(iv) to the extent a Member is an individual, any direct or indirect Transfer, award, or confirmation of any such Units to the Member's spouse pursuant to a decree of divorce, dissolution, or separate maintenance, or pursuant to a property settlement or separation agreement;

(v) sale upon the execution or in foreclosure of any pledge, hypothecation, lien or charge; or

(vi) any other event which, were it not for the provisions of this Agreement, would cause any such Units to be sold, assigned, pledged, encumbered, awarded, confirmed, or otherwise Transferred, for consideration or otherwise, to any person, whether voluntarily, involuntarily, or by operation of law under circumstances that would not bring such event within Section 6.2 of this Agreement.

(b) Upon the occurrence of any event specified in Section 6.3(a) (except Section 6.3(a)(iv)), the remaining Members and the Company shall have the right to purchase such Units on the same terms and conditions as if such Member had made an offer to sell such Units pursuant to Section 6.2 (for the avoidance of doubt, the price for such Units shall be the price set forth in Section 6.5(a)). Upon the occurrence of an event specified in Section 6.3(a)(iv), first the Member (within the twenty (20) day period provided in Section 6.3(c)) and then the remaining Members and the Company shall have the right to purchase such Units from the Member's spouse in accordance with Section 6.2.

(c) Within twenty (20) days after the occurrence of an event described in Section 6.3(a), the Member or his or her trustee in bankruptcy, personal representative, guardian, executor, or administrator (as appropriate) shall give notice to the Company and the other Members of such event, specifying the date of such event, describing in reasonable detail the nature of the event, the Units affected, and the price or value of the Units, if any, offered by any person or decreed by a court in connection with such event. Such notice shall be deemed to be the Offer Notice for purposes of Section 6.2. If the Company and the other Members have not received this notice upon the expiration of the thirty-day period, any Member, Manager or officer of the Company who has knowledge of such event may give notice to the Company and the other Members at any time after the end of such period, and the notice shall be deemed to be the Offer Notice for all purposes of this Agreement.

6.4 [Intentionally Omitted].

6.5 Purchase Price and Terms for the Purchase and Sale of Units

(a) For purposes of this Agreement, subject to Section 6.5(b), the value of all of the outstanding Units shall be the amount set forth in the Certificate of Value prepared upon the end of the immediately preceding fiscal year. The parties hereto shall execute, upon signing this Agreement and annually within ninety (90) days following the close of each fiscal year, a Certificate of Value setting forth the value of all of the outstanding Units as of such time. The form of such Certificate of Value being Exhibit A attached hereto. The Members shall use

reasonable, good faith efforts to unanimously agree on the value of all of the outstanding Units to be set forth on a Certificate of Value. In the event that the Members are unable to come to such agreement within ninety (90) days of the close of the applicable fiscal year (the "Member Valuation Period"), they shall retain an appraisal firm (the "Appraiser") unaffiliated with the Company or any Manager or Officer or holder of Units (at the Company's sole expense) to determine the fair market value of the Units using valuation methodologies customary in the valuation of the equity of businesses such as the Company and in the same manner as set forth in Sections 6.5(b); provided, that following the expiration of the Member Valuation Period and in connection with the submission of the matter to the appraisal firm each Member shall propose their final assessment of the value of all of the outstanding Units, and in no event shall the valuation as determined by the appraisal firm (i) exceed the highest such final valuation or (ii) be less than the lowest such final valuation proposed by a Member.

(b) The value of all of the outstanding Units shall be determined by utilizing the following appraisal process:

(i) The Appraiser shall be required to complete their valuation work within twenty (20) business days of being retained. The Company shall promptly furnish to the Appraiser(s) such information concerning its financial condition, earnings, capitalization and business prospects as the Appraiser may reasonably request. The Appraiser will be instructed to solicit the views of the Members regarding all relevant matters, including the value of the Units, and the value and prospects of the Company.

(ii) The Appraiser shall determine the fair market value of the Units as of a recent date selected by the Appraiser using valuation methodologies customary in the valuation of the equity of businesses such as the Company. The Appraiser shall be instructed to express their valuation opinion in the form of a single value for the Units that in the opinion of the Appraiser most closely approximates the fair market value thereof in light of the methodologies used by the Appraiser in valuing such shares. If the Appraiser shall fail to express its assessment of the value of the Units in a single value but instead expresses its assessment as one or more ranges of values, then the Appraiser shall be deemed to have expressed as its single value for each the midpoint of the highest and lowest values of all ranges expressed. The value of the Units as determined by the Appraiser in accordance with the foregoing procedure shall be disclosed in writing to the Company and holders of Units promptly following the completion of the appraisal. The fair market value of the Units determined in accordance with the foregoing procedure shall be final, binding and nonappealable on the Company, the Management Committee and the holders of the Units and their estates.

(c) For the avoidance of doubt, the purchase price of the Units of a Member shall be determined by multiplying the value of all of the outstanding Units by a fraction, the numerator of which is the number of Units owned by the Member and the denominator of which is the total number of Units outstanding.

(d) [Intentionally deleted].

(e) In the event the selling Member, his or her estate, or any transferee shall not be paid in full in cash at the closing of a sale, then any note given by the purchasing party, in addition to terms customarily found in similarly situated notes, shall provide as follows:

(i) The note shall require payment of the principal amount in twenty (20) equal consecutive quarterly installments together with interest per annum at the prime rate effective on the date of the note.

(ii) The note shall allow the prepayment of all or any part of the principal amount at any time without penalty.

(iii) As security for the note, the purchasing party or parties shall execute a pledge of the Units being purchased and sold in favor of any holder of the note.

(iv) The note shall be executed by all purchasing parties as makers, and all purchasing parties shall be jointly and severally liable for full payment according to its terms.

(v) The payment of reasonable costs of collection, court costs, and attorneys' fees incurred upon any default by the maker.

(vi) No dividends shall be declared or paid upon the outstanding Units of the Company until the purchase price of the Units on any corporate purchase shall be paid in full; provided, however, that this prohibition on dividends shall not apply to tax distributions.

(f) Except as may otherwise be agreed amongst the selling party and the purchasing party, the selling party shall Transfer the Units to the purchasing party at closing free and clear of all encumbrances except those, if any, arising out of this Agreement.

6.6 Permitted Transfers. This Article 6. does not apply to or preclude any transfer made (a) by any Member pursuant to an Approved Sale, (b) by any Member, other than an individual, of Units to or among any Affiliate(s) of such Member (including any Person controlled by such Member), provided that any ownership interests in any such Affiliate(s) will be subject to the transfer restrictions of this Agreement as if such interests were Units of the Company, or (c) for legitimate estate or tax planning purposes. As a condition to any permitted transfer of Units, any transferee (other than any transferee that is already a Member) of Units will be required to become a party to the Agreement by executing a joinder to this Agreement in a form reasonably acceptable to the Management Committee.

ARTICLE 7. ADDITIONAL PROVISIONS CONCERNING MEMBERS

7.1 No Employment Rights. Neither the relationship among the Members or between the Members and the Company nor anything contained in this Agreement shall be construed to create any right of a Member to be employed by the Company or any of its Affiliates. Any right of a Member to be employed by the Company or any of its Affiliates other than as an employee terminable at-will and any agreement relating to the terms and conditions of employment or the termination of employment shall be invalid and unenforceable unless they are set forth in a duly authorized written agreement signed by the applicable company. Each Member hereby expressly waives any implied rights to be employed by the Company or any of its Affiliates except to the extent set forth in such a written agreement.

7.2 No Redemption or Repurchase Rights. No redemption or repurchase of any Units of a Member by the Company shall imply, or be construed to create, a right by any other

Member to require the Company to redeem or repurchase any or all of such Member's Units. The Company shall have no obligation to purchase Units except as expressly set forth in a duly authorized written agreement signed by the Company.

7.3 Other Activities; No Usurpation of Opportunity. Subject to Section 7.6, the Management Committee, Members and their Affiliates may engage in or possess an interest in other business ventures or investments of any kind, independently or with others. The fact that any Manager, Member or Affiliate may avail itself of such opportunities, either by itself or with other Persons and not offer such opportunities to the Company or any of its Affiliates or to any other Member, shall not subject such Manager, Member or Affiliate to liability to the Company or to any other Member on account of lost opportunity. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to such opportunities, or to the income or profits derived therefrom, and the pursuit of such opportunities, shall not be actionable or in violation of this Agreement.

7.4 No Claim to Company's Books, Records or other Assets. Except as otherwise provided for in this Agreement, as a Member of the Company, each Member acknowledges that such Member has no claim or rights with respect to any of the Company's contracts, documents, books and records, memoranda, files, lists or records of customers or prospective customers, name, telephone numbers, good will, patents, trademarks, trade names, copyrights, other intellectual property rights, or any other asset, tangible or intangible. At the time such Member ceases to hold any Units, each Member shall deliver to the Company all contracts, documents, books and records, memoranda, files, lists, work-papers, notes, instructions, manuals, guides, computer software programs or media, and all other similar and dissimilar written or soft-copy repositories containing any information concerning the Company, including confidential information, and all copies thereof in such Member's possession or under such Member's control, whether prepared by such Member, the Company, or anyone else, except that such Member may retain copies of records needed for tax purposes.

7.5 Confidential Information. Each Member agrees that, except as specifically authorized by the Company in writing, and except information which is generally known, such Member shall not either while such Member holds any Units or at any time after such Member ceases to hold any Units directly or indirectly use, disseminate, disclose, discuss, lecture upon, or write or publish articles or other similar or dissimilar materials concerning any information disclosed to or conceived or known by such Member during, as a result of, or through such Member's involvement with the Company about (i) the other Members businesses, partners and other activities, (ii) the Company's business, (iii) the terms of this Agreement, or (iv) the Company's customers, prospective customers, suppliers, products, processes, services, methods, formulas, techniques, trade secrets, financial condition, plans, prospects, policies, or procedures, or uses or improvements thereof or know-how related thereto (all of the foregoing collectively the "Confidential Information"). With respect to Confidential Information of a Member (as opposed to Confidential Information of the Company), the disclosing Member needs only the consent of the other Member to disclose such information. Notwithstanding the first sentence of this paragraph, this confidentiality provision shall not apply to: (1) information which is in the public domain through no fault of the disclosing party; (2) information received where such disclosure was not in violation of any obligation by the disclosing party to the other party; or (3) information required to be disclosed by court order or applicable laws provided that the disclosing party gives the other Member reasonable advance notice of such disclosure and

works in good faith with the other Member to obtain in camera or other confidential treatment with respect to such disclosure.

7.6 Non-Solicit; Non-Compete. This Section 7.6 shall apply only to those Members holding, either directly or with an Affiliate, greater than 5% of the Company's outstanding Units.

(a) During the period beginning on the date of this Agreement and ending on the second (2nd) anniversary of (x), with respect to a Member, the last date when such Member holds any Units or (y) with respect to any member of the Management Committee ceases to be a member thereof, neither such Member (or any Affiliate thereof) nor any such former member of the Management Committee (or any Affiliate thereof) will in any capacity or in association with any other Person:

(i) engage in, directly or indirectly, or have any other interest in, be employed by, advise or consult with act as a sales associate, broker, contractor, or manager, in whole or in part, for a Competitor; provided, that nothing in this Section 7.6 shall prohibit such Member or former Management Committee member or any of their respective Affiliates from having an interest in, directly or indirectly up to five percent (5%) of the aggregate voting securities of any Person that is a publicly traded Person.

(ii) employ as an employee, or engage or retain as a consultant or otherwise, any Person who is then or at any time during the twelve (12) month period prior to such contemplated employment or engagement was an employee of or consultant to the Company or any Location; provided, that this Section 7.6(a)(ii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from employing as an employee or engaging or retaining as a consultant or otherwise an employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees; or

(iii) solicit, recruit or attempt to solicit or recruit any employee or consultant who is then or at any time during the twelve (12) month period prior to such contemplated employment or engagement was an employee or consultant of the Company or any Location to leave the employ of the Company or any Location or to become employed as an employee of, or engaged or retained as a consultant by, any other Person; provided, that this Section 7.6(a)(iii) shall not prevent a Member or former Management Committee member or any of their respective Affiliates from soliciting, recruiting or attempting to solicit or recruit, any employee, former employee or consultant of the Company or any Location who responds to a general solicitation that is a public solicitation of prospective employees and not directed specifically to any Company or Company employees or contractors.

(b) The Members (on their own behalf or on behalf of their respective delegates to the Management Committee) acknowledge and agree that all of the conditions and restrictions established in this Section 7.6 are reasonable, taking into account the circumstances surrounding this Agreement. The Members further acknowledge and agree that the Company and/or the Locations and the non-offending Members would be irreparably damaged if a party breaches, or threatens to commit a breach of, any of the covenants set forth in this Section 7.6 (the "Restrictive Covenants") and that any such breach or threatened breach could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the aggrieved party may be entitled, at law or in equity, the

Company, the Locations and the non-offending Members shall be entitled to have the Restrictive Covenants specifically enforced against each breaching party by any court of competent jurisdiction, including immediate temporary, preliminary and permanent injunctive relief and, to the extent permitted by law, without the necessity of furnishing any bond or other undertaking.

(c) If any court of competent jurisdiction at any time deems the Restrictive Covenants, or any part thereof, unenforceable because of the duration or geographical scope of such provisions, the other provisions of this Section 7.6 will nevertheless stand and to the full extent consistent with law continue in full force and effect, and it is the intention and desire of the parties that the court treat any provisions of this Agreement which are not fully enforceable as having been modified to the extent deemed necessary by the court to render them reasonable and enforceable, and that the court enforce them to such extent.

7.7 Informational Rights. In addition to the information required to be provided pursuant to Article 8., the Management Committee shall keep the Members reasonably informed on a timely basis of any material fact, information, litigation, employee relations or other matter that could reasonably be expected to have a material impact on the operations or financial position of the Company and any Location. The Management Committee shall provide all material information relating to the Company or any Location as any Member may reasonably request from time to time.

ARTICLE 8. REPORTS AND TAX MATTERS

8.1 Books, Records and Reports.

(a) The Company shall maintain at its principal office each of the following: (i) a current list of the full names, in alphabetical order, and last known business or residence addresses of the Members; (ii) a copy of the Certificate, all amendments to the Certificate and executed copies of any powers of attorney pursuant to which the Certificate or amendments thereto have been executed; (iii) a copy of this Agreement and any amendments hereto and executed copies of any written powers of attorney pursuant to which this Agreement and any amendments hereto have been executed; (iv) copies of all federal, state and local income tax returns and reports of the Company for its three most recent fiscal years; and (v) copies of any financial statements of the Company for the three most recent fiscal years. The Company books and records may be kept under such permissible method of accounting as the Management Committee may determine. As provided pursuant to Section 9 of the Act, the foregoing books and records, together with such other information as a Member shall be entitled to review pursuant to Section 9 of the Act, shall be available for inspection and copying by any Member, at its cost and expense, or its duly authorized representative, during ordinary business hours of the Company.

(b) The Management Committee shall cause the Company to prepare and file income tax returns with the appropriate authorities. Within ninety (90) days after the close of each fiscal year of the Company, the Management Committee shall send to each person who was a Member at any time during such fiscal year such information as will be sufficient to prepare documents which may be required to be filed by such Members under applicable federal, state and local income tax laws.

(c) The Company shall deliver to the Members:

(i) As soon as practicable, but in any event within sixty (60) days after the end of each fiscal year of the Company: (A) a balance sheet as of the end of such year, (B) statements of income and of cash flows for such year, and (C) a statement of members' equity as of the end of such year; and

(ii) as soon as practicable, but in any event within thirty (30) days after the end of each of the first three (3) quarters of each fiscal year of the Company, statements of income and cash flows for such fiscal quarter, and a balance sheet as of the end of such fiscal quarter.

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.

8.2 Record of Unit Ownership. The Management Committee shall maintain a journal of ownership of all of the outstanding Units containing the name and address of each Member and the number and class, if any, of Units held (the "Unit Journal"). The Unit Journal shall be conclusive evidence of the ownership of the Units and status as a Member absent manifest error.

8.3 Withholding. Notwithstanding any other provision of this Agreement, each Member hereby authorizes the Company to withhold and to pay over, or otherwise to pay, any withholding or other taxes payable by the Company or any of its Affiliates (pursuant to any provision of U.S. federal, state or local or non-U.S. law) with respect to such Member or as a result of such Member's participation in the Company; and if and to the extent that the Company shall be required to withhold or pay any such withholding or other taxes, such Member shall be deemed for all purposes of this Agreement to have received a payment from the company as of the time such withholding or other tax is required to be paid, which payment shall be deemed to be a distribution with respect to such Member's Units. To the extent that the aggregate amount of such payments to a Member for any period exceeds the aggregate distributions that such Member would have received for such period, the Company shall notify such Member as to the amount of such excess and such Member shall make a prompt payment to the Company of such amount (together with interest thereon at the option of the Management Committee). For the avoidance of doubt, any tax or other obligations attributable to tax payable by the Company referred to in this Section 8.3 shall include, without limitation, any "imputed underpayment" imposed on the Company under Section 6225 of the Code and any associated interest or penalties, any taxes, interest or penalties payable by the Company under any similar provisions of state or local tax laws. The provisions of this Section 8.3 shall survive the dissolution of the Company and the withdrawal of any Member or the transfer of any Member's Units.

8.4 Tax Matters Partner. Timothy Flaherty shall be the "tax matters partner" for purposes of Section 6231 of the Code (prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) and the "partnership representative" as provided in Section 6223(a) of the Code (as amended by the BBA) for any tax period subject to the provisions of such Section 6223 of the Code (in either capacity, the "Tax Matters Partner"). The Tax Matters Partner shall be reimbursed for all reasonable out-of-pocket expenses incurred as a result of its duties as Tax Matters Partner, provided that such indemnification shall not be available if the acts or

omissions giving rise to such costs shall be determined by a court of competent jurisdiction to have been performed or omitted in willful misconduct, gross negligence or fraud. In the event the Tax Matters Partner resigns as Tax Matters Partner or ceases to hold any Units, such Tax Matters Partner shall thereupon cease to be the Tax Matters Partner, and such Member as appointed by the Management Committee shall become the Tax Matters Partner.

8.5 Elections. In the event of a distribution of property made in the manner provided in Section 734 of the Code, or in the event of a transfer of any Unit permitted by this Agreement made in the manner provided in Section 743 of the Code, the Tax Matters Partner (subject to the approval of the Management Committee) may, but shall not be required to, file an election under Section 743 of the Code in accordance with the procedures set forth in the Treasury regulations promulgated thereunder.

8.6 Tax Classification. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a “partnership” for U.S. federal, state and local income and franchise tax purposes. In accordance therewith, (a) no Member shall file any election with any taxing authority to have the Company treated otherwise, and (b) each Member hereby represents, covenants, and warrants that it shall not maintain a position inconsistent with such treatment.

ARTICLE 9. DISSOLUTION AND TERMINATION

9.1 Dissolution of the Company. The Company shall be dissolved upon the earlier occurrence of any of the following events:

- (a) the written consent of the members holding at least 75% of the then outstanding Units (the “Supermajority”); or
- (b) the entry of a certificate of cancellation under Section 14 of the Act.

9.2 Liquidation and Winding Up.

(a) Upon dissolution of the Company, the Management Committee, shall serve as liquidator of the Company (the “Liquidator”). The Liquidator shall, with reasonable speed, wind up the affairs of the Company and liquidate the Property. The Liquidator shall have unlimited discretion to determine the time, manner and terms of any sale of Property having due regard to the activity and condition of the relevant market and general financial and economic conditions and shall be authorized to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) Upon completion of the winding up of the affairs and business of the Company, the assets of the Company shall be distributed by the Liquidator in the following manner and order of priority:

- (i) First, such assets shall be applied to the payment of debts and liabilities of the Company (including any loans from a Manager or Member to the Company) and the payment of expenses of the winding up of the affairs and business of the Company;

(ii) Second, such assets shall be applied to the setting up of any reserves (to be held by the Liquidator) which the Liquidator may deem necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Company; and

(iii) Finally, the remainder, if any, of such assets shall be distributed to the Members in accordance with the provisions of Section 3.6.

(c) If any Member shall be indebted to the Company, then until payment of such indebtedness by such Member, the Liquidator shall retain such Member's distributive share of Property and apply the same to the payment of such indebtedness.

(d) The Liquidator shall comply with all requirements of the Act and other applicable law pertaining to the dissolution, winding up and liquidation of a limited liability company.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Definitions. As used in this Agreement, the following terms shall each have the meaning set forth in this Article (unless the context otherwise requires).

“Act” shall mean the Massachusetts Limited Liability Company Act, as now in effect or as hereafter amended or revised, and any references to sections of the Act shall include any successor provisions of similar tenor or effect.

“Affiliates” of a Person shall mean any Person directly or indirectly controlling, controlled by or under common control with such Person.

“Agreement” shall mean this Limited Liability Company Operating Agreement, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

“Capital Transaction” means any transaction the proceeds of which are not includable in determining Cash Flow, including, without limitation, a financing or a refinancing of any mortgage on, the receipt of insurance proceeds in the event of a loss, or the sale or other disposition of, or an eminent domain taking of all or substantially all of, any assets of the Company, but excluding the receipt by the Company of capital contributions or the proceeds of loans from any Member.

“Cash Flow” shall mean the gross cash receipts of the Company from its operations less the portions thereof which are used or reserved to pay Company debts, expenses and other obligations, to make capital expenditures or to facilitate the Company's future operations.

“Code” shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended.

“Competitor” shall mean any Person engaged, directly or indirectly, in the same or similar business as the Business.

“Depreciation” shall mean, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such fiscal year, except that (a) with respect to any asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year and which difference is being eliminated by use of the “remedial method” as defined by Treasury Regulations Section 1.704-3(d), Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that in the case of clause (b) above, if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, then, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

“Gross Asset Value” shall mean, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows: (i) the initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Management Committee and such Member at the time of contribution; (ii) the Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; (c) the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; and (d) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to the foregoing clauses (a), (b), (c) and (d) shall be made only if the Management Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; (iii) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Management Committee and (iv) the Gross Asset Value of all property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and clause (vi) of the definition of Net Profits and Net Losses. If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to clause (i), (ii) or (iv) above, such Gross Asset Value shall thereafter be adjusted by Depreciation taken into account with respect to such asset for purposes of computing Net Profits or Net Losses.

“Member” shall mean each Person who holds any Units.

“Net Profits” and “Net Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or period,

determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments (without duplication): (i) any income of the Company that is exempt from federal income tax and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be added to such income or loss; (ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and to the extent not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition, shall be subtracted from such taxable income or loss; (iii) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clauses (ii) or (iii) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses; (iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (v) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; (vi) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and (vii) any items which are specially allocated pursuant to this Agreement shall not be taken into account in computing Net Profits or Net Losses.

"Person" shall mean and include an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Property" shall mean, at any time, all property, whether real or personal, interests, assets or rights owned or held by or on behalf of the Company at such time.

"Subsidiary" shall mean means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof.

"Transfer" shall mean any sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law). The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"Units" shall mean units of ownership interest in the Company into which the Members' ownership interests in the Company are divided. The initial Units are set forth opposite each Member's name on Schedule 1, and thereafter the Units held by a Member shall be reflected in the Unit Journal. Unless otherwise specifically stated to the contrary, references to Units herein shall mean both Common and Preferred.

10.2 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given and received on date of delivery if delivered personally or by facsimile, or on the second day after deposit in the United States mail if mailed by prepaid first-class registered or certified mail, addressed to such Member or Manager at such Member's or Manager's address in the records of the Company.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles. For purposes of any action or proceeding involving this agreement, each Member hereby expressly submits to the jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

10.4 Successors and Assigns. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors and permitted assigns. Any person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all the terms, conditions and obligations of this Agreement to which its predecessor in interest was subject or bound, without regard to whether such person has executed this Agreement or a counterpart hereof or any other document contemplated hereby. No person shall have any rights or obligations relating to the Company greater than those set forth in this Agreement, and no person shall acquire an interest in the Company or become a Member except as permitted by the terms of this Agreement.

10.5 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which constitute, collectively, one and the same Agreement. In addition, this Agreement may contain more than one counterpart signature page and may be executed by the affixing of the signature of each of the Members to one of such counterpart signature pages, and all such counterpart signature pages shall be read as one and shall have the same force and effect as though all the signers had signed the same signature page.

10.6 Additional Assurances. Upon the request of the Company, each Member agrees to the extent commercially reasonable to perform all further acts and execute, acknowledge and deliver any documents which the Company deems reasonably necessary to effectuate the provisions of this Agreement.

10.7 Entire Agreement; Amendment of Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and

supersedes any and all prior negotiations, understandings and agreements in regard hereto. Neither the Certificate nor this Agreement may be amended or modified, except with the consent of the Supermajority, except that the Management Committee alone may effect (i) amendments to Schedule 1 from time to time to reflect changes in the Members of the Company, and (ii) non-substantive amendments needed to correct typographical errors. Notwithstanding the foregoing, this Agreement may not be amended or modified, except with the written consent of all Members, if such proposed modification or amendment will adversely affect the interests of any one Member disproportionately to other Members.

10.8 Partition. Each of the parties hereto irrevocably waives during the term of the Company any right that such party may have to maintain any action for partition with respect to the Property.

10.9 No Waiver. Failure or delay of any party in exercising any right or remedy under this Agreement, or any other agreement between the parties, or otherwise, will not operate as a waiver thereof. The express waiver by any party of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver will be effective unless and until it is in written form and signed by the waiving party.

10.10 Gender and Number. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

10.11 Headings. The captions in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement. References in this Agreement to any Article, Section, Paragraph, Subparagraph or Schedule are to the same contained in this Agreement.

10.12 Validity and Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the application thereof to any person or circumstance, to any extent, for any reason, shall not affect the validity, legality, or enforceability of the remainder of such provision, or any other provision hereof or the application of any provision to any other person or circumstance, and such provision under this Agreement shall be reformed to the extent necessary to effectuate the foregoing, it being intended that the rights and obligations of the parties hereto be enforceable to the fullest extent permitted by law.

10.13 No Third Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right pursuant to the provisions of this Agreement.

10.14 Conflict Waiver. Each Member acknowledges that Geoffrey Farrington, Esq., who will be a Member of the Company and acts as counsel to the Company, prepared this Agreement at their joint request and that:

(a) each has been advised that a conflict may exist among the interests of the different Members;

(b) each has been advised by the Company's counsel to seek the advice of independent counsel;

(c) each has had the opportunity to seek the advice of independent counsel;
and

(d) each hereby waives any claim of conflict of interest arising out of, and agrees that it does not object to, the preparation of this document by Geoffrey Farrington, Esq. on behalf of the Company.

[signature pages follow]



18 John Street Place, Worcester, MA 01609 Phone 1-508-459-4718 Fax 1-508-459-4818

September 1, 2020

Relevant Energy Concepts LLC

Attn: To whom it may concern

84 North Bridge Street

Holyoke, MA 01040

Relevant Energy Concepts LLC. has contracted with Wolpert Insurance Agency Inc. to be the insurance agent for the company effective 11/1/2020 until expiration/ possible renewal on 11/1/2023.

We are aware of the CCC regulations pertaining to insurance and bonding.

General and Product Liability \$2Mil agg - \$1Mil per occ. Deductible \$5K or less.

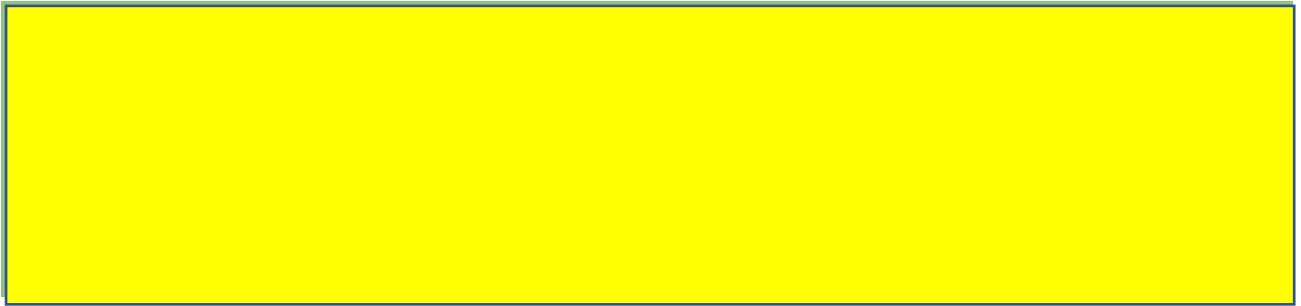
Same limits would generally apply for all business delivery vehicles

Bonding available upon request. **All vehicles used for delivery will carry liability insurance in an amount no less than \$1,000,000 combined, single limit.**

We will be negotiating terms of said policies/bonds so they will be ready to take effect upon commencement of operations. Any questions, feel free to contact our office.

Sincerely,

Joseph Passy
Commercial Lines Manager



**Relevant Energy
Concepts LLC ,
Holyoke, MA**

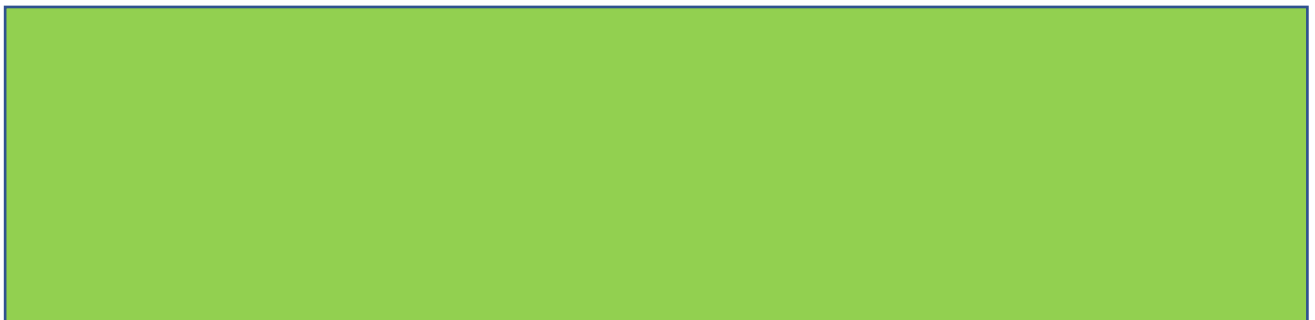


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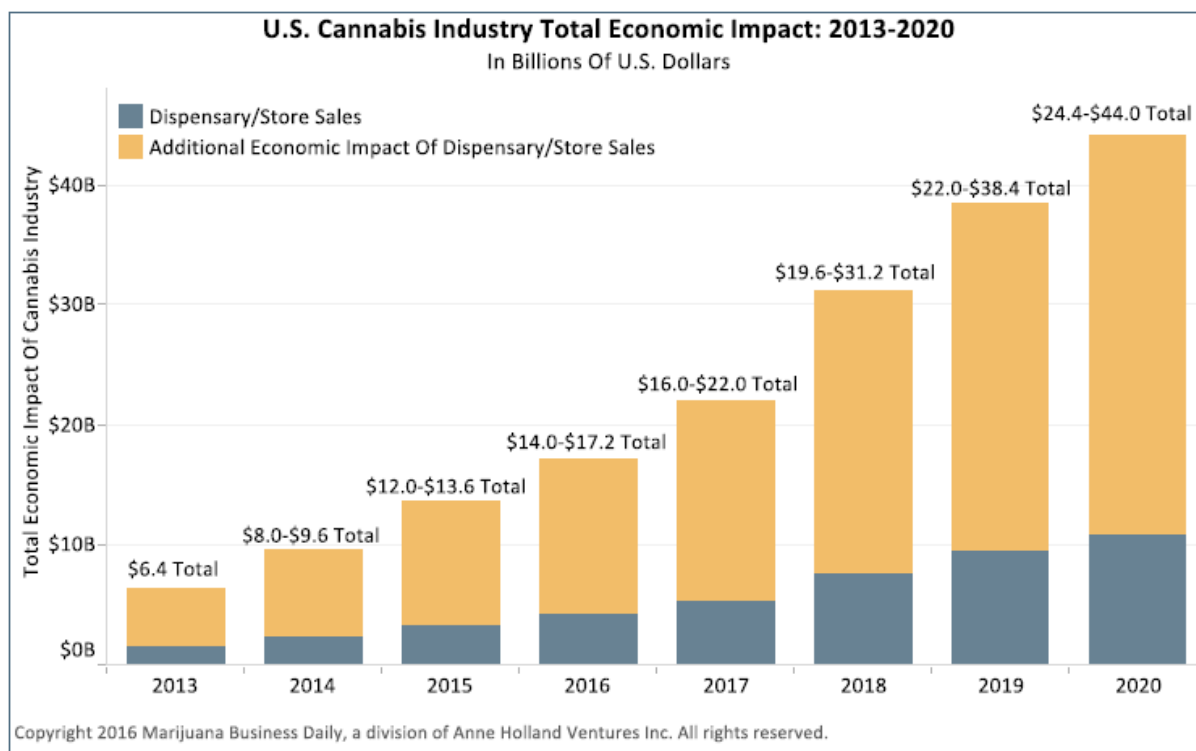
1. Executive Summary

SNAPSHOT: "Relevant Energy Concepts LLC"

": Business Overview

- Massachusetts registered home delivery service "Marijuana Delivery Operator."
- Providing home delivery services to Massachusetts consumers 21+.
- Gross revenues are projected to be **\$1.3M** in year one, climbing to **\$1.4M** in years two and three.
- Relevant Energy Concepts LLC is privately funded and will require approximately **\$266,400** for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: Our Company (Relevant Energy Concepts LLC) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. Relevant Energy Concepts LLC offices will be located in the City of Holyoke. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.



Relevant Energy Concepts LLC will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products of both our own white label and from among the best that

Massachusetts cultivators and manufacturers have to offer - focusing on small, craft-brand companies when possible.

Relevant Energy Concepts LLC will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivators and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where Relevant Energy Concepts LLC intends to play, initially.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. Relevant Energy Concepts LLC will undoubtedly see competition from other MDOs. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of Relevant Energy Concepts LLC brand, highlight the quality of our products, and encourage community objectives that reflect with which Relevant Energy Concepts LLC's wishes to be associated.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and are relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Benchmarks. The above study suggests the following: Weekdays an average of 24 customers per hour (cph). Weekends an average of 35 (cph). The average purchase per customer is estimated to be \$71.00.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

Capital Requirements: The capital requirements for Relevant Energy Concepts LLC to execute this business plan are approximately **\$235,400** including working capital and a further **\$57,300** (including inventory) of permitting costs for the first year of operations.

Relevant Energy Concepts LLC will allocate the invested capital to the following:

Construction, Fit-out, and operations	91,400
---------------------------------------	--------

Permits, Consulting, Licensing, and, Applications	57,300
Production and Retail Equipment	94,000
Working Capital	50,000
TOTAL	292,700

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
TOTAL REVENUE	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
Estimated net income	408,297	995,846	1,091,126	1,124,160	1,158,185

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction

Relevant Energy Concepts LLC will be located at 84 N Bridge Street in Holyoke. Relevant Energy Concepts LLC will sell a range of cannabis flower, tinctures, vape pens, edibles, confectionery, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership and Team

Relevant Energy Concepts LLC, is wholly owned by Debra J. Tolliver. Our highly qualified team brings extensive entrepreneurial, Human Resources and legal expertise to the table for our under served communities. Our operations manager is retired State Representative Rosemary Sandlin. The Representative received a lifetime service award from Governor Deval Patrick before retiring from State Office.

Debs primary residence is in Springfield Massachusetts and her place of birth is Canton, Mississippi. She came to Springfield over thirty years ago hoping to escape racial injustices. She wanted to be a part of a movement and to open the doors for women who would follow her footsteps and to show aspiring people of all communities in our great State of Massachusetts that we all can have ownership in the Cannabis industry and make an impact on arrest records, recidivism rates and unemployment rates in cities like Springfield and Holyoke. Deb pursued a degree in Human Services, put herself through night school and is a graduate of Cambridge College holding a bachelor's degree in Human Services. She manages a federal grant composed of over two educational sites that includes the City of Springfield Public School System.

2.3 Legal Counsel

Attorney Geoffrey R. Farrington's educational background is from Western New England University School of Law, Juris Doctor, Cum Laude. Westfield State University, B.A., Political Science, Cum Laude. Minor degree: Business Management.

3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. Relevant Energy Concepts LLC will offer a range of edible, topical, and cannabis extract products



from across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. Relevant Energy Concepts LLC will carefully select only the superior current and future stars of the cannabis constellation.

Relevant Energy Concepts LLC will offer the following product classes for sale through our delivery vehicles:

THC-Infused Edibles – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. Relevant Energy Concepts LLC will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

Flower - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for



speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.

Topicals – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

Other Products – While our core products will be those listed above, Relevant Energy Concepts LLC fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities of exceptional products offered by the top manufacturers.

4. The Market

4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging

adult-use market will lead consumers to have high expectations for the quality of the products they consume.

Relevant Energy Concepts LLC's high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. This has resulted in the maturity of an once in the illicit market creating a price competition. These conditions may superficially appear to make competing on the price a somewhat lower expectation nonetheless the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for Relevant Energy Concepts LLC will come unsurprisingly from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, Relevant Energy Concepts LLC feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of Relevant Energy Concepts LLC.

5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive business experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

Relevant Energy Concepts LLC will be recognized as a cannabis retailer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. Relevant Energy Concepts LLC will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

6.2 Marketing Strategy

Value Proposition - Relevant Energy Concepts LLC will offer for home delivery sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. Relevant Energy Concepts LLC product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize Relevant Energy Concepts LLC as a brand retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

Relevant Energy Concepts LLC customers, together with Relevant Energy Concepts LLC, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

Relevant Energy Concepts LLC's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

Relevant Energy Concepts LLC's ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

Direct marketing through our retail drivers – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

Promotion - The Relevant Energy Concepts LLC Brand and products will be promoted through the following means:

Branding through product appearance and packaging – Relevant Energy Concepts LLC products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Customer engagement through community support activities – Relevant Energy Concepts LLC embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate Relevant Energy Concepts LLC customers' values to the local community while reinforcing the Relevant Energy Concepts LLC brand.

Direct advertising – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

In 2021 Relevant Energy Concepts LLC will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

Customer Service Excellence - Relevant Energy Concepts LLC must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire Relevant Energy Concepts LLC team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a Delivery Operator of cannabis products Relevant Energy Concepts LLC is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view Relevant Energy Concepts LLC as a

thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view Relevant Energy Concepts LLC as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives: To persuade consumers that our brand and products represent qualities and features that they desire.

Market Channels - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs. The location, presence, and licensing status of these establishments are publicly available through a single on line source. Regulations effectively preclude opportunities for on line purchases as the transportation of cannabis products is strictly regulated. Relevant Energy Concepts LLC will sell its products solely through our delivery cannabis establishment.

Educational activities – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. Relevant Energy Concepts LLC has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

Community informational activities – The Relevant Energy Concepts LLC team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing Relevant Energy Concepts LLC to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

Retail Target Market - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. Relevant Energy Concepts LLC aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market.

- **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- **Adult female consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our

products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.

- **Independent medical consumers** – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek them and new medical consumers who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

6.3 Sales Strategy

Target Sales Market



As a wholesale delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. The Medical cannabis outlets in the state will most likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2021, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.

6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The Relevant Energy Concepts LLC business plan demonstrates a need for **\$235,400** in capital expenditure for space preparation, fit-out, systems, and equipment, and a further **\$57,300** to meet initial licensing needs, and the establishment of a strategic reserve totaling **\$250,000** during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be

considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition

The Relevant Energy Concepts LLC facility will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management and Staff

The proper management of all aspects of the proposed project is crucial to the success of Relevant Energy Concepts LLC . We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The principal owner and operators will be:

Debra J. Tolliver: Licensing, Compliance and marijuana operating procedures. Debra will serve as a single member to the company Relevant Energy Concepts LLC and act as the consultant in compliance, licensing, etc. She has provided consultation narratives in workforce development programs to include retail, cultivation manufacturing, and delivery teams since 2018 and has developed relationships with ancillary professionals. This will keep the projects efficient, well-managed, and compliant.

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of Relevant Energy Concepts LLC and the city of Holyoke.



8. Financials

8.1 Financial Assumptions

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates – Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
TOTAL REVENUE	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
Estimated net income	408,297	995,846	1,091,126	1,124,160	1,158,185



Maintaining Financial Records

Relevant Energy Concepts LLC. shall comply with all regulations for Record Keeping as outlined in 935 CMR 500.105, and all records of the Establishment shall be maintained and made available for inspection upon request by the Commission, other lawful regulatory agency, or authorized third-party auditors.

The Company shall maintain books, financial records, and other compilations of data pertaining to all financial transactions of the establishment in accordance with standard accounting practices and all applicable State regulations. Written records shall be kept on file and backed up electronically on-site and to cloud storage in accordance with the Company Record Keeping Procedures.

The following business records shall be maintained:

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

All required records shall be kept for a period of at least seven (7) years and made available upon request by the CCC, DOR, other lawful regulatory agency, or any authorized independent financial auditor. Following closure of the Establishment, all records shall be kept for at least two years at the expense of Relevant Energy Concepts LLC. and in a form and location acceptable to the Commission.

RECORDING SALES: Relevant Energy Concepts LLC. will utilize a computerized Point Of Sale system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. Relevant Energy Concepts LLC. will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.

Relevant Energy Concepts LLC. shall not utilize any software or other methods for the purpose of manipulating or altering sales data, and shall conduct monthly analysis of all equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been utilized to alter sales data. Records of all monthly analysis shall be maintained in accordance with Company Record Keeping Protocol and made available to the Commission upon request.

In the event that software has been installed, or any other methodology has been implemented, for the purposes of manipulating or altering sales data, the Commission shall be immediately notified and Relevant Energy Concepts LLC. will cooperate with the Commission and any other agency in any subsequent investigation(s) and/or take any other such action as directed by the Commission to comply with 935 CMR 500.105.



All records related to the Delivery Operator Sales of the establishment shall be kept in accordance with the Company Record Keeping Protocol and in full compliance with 830 CMR 62C.25.1 Record Retention and DOR Directive 16-1 regarding record keeping requirements. All records shall be made available to the Commission and/or DOR upon request.

Handling of Confidential Information: Relevant Energy Concepts LLC. will implement protocol to protect confidential information for all company personnel and customers that complies with all State laws and regulations. These protocols include but may not be limited to:

1. Control Access: Digital information containing sensitive data will be protected by secure password, firewall, and encryption.
2. Lockable Document Storage: All paper files and documents containing sensitive information shall be securely stored in lockable storage cabinets within the Company corporate headquarters.
3. Document Shredding: Any documents containing sensitive information that are no longer needed on-file within the establishment shall be shredded and disposed of.
4. Employee Training: All Relevant Energy Concepts LLC. employees shall receive sufficient training on maintaining data confidentiality regarding both fellow employees and customers



Personnel Policies

These Personnel Policies to be considered in conjunction with the Company Staffing & Training Plan. A comprehensive Employee Handbook shall be developed to detail all personnel policies to be distributed to all Relevant Energy Concepts LLC. employees upon hire at the Company Orientation.

Record keeping. Personnel Records of our Marijuana Establishment must be available for inspection by the Commission, on request. Personnel records shall be securely and confidentially maintained in either a password-protected electronic format, or in a locked, secured storage space if in physical format. These personnel records shall include:

1. Job descriptions for each employee and volunteer positions, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and a clean safe place for white labeling, cultivation and or manufacturing conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

SUMMARY PERSONNEL POLICIES

Relevant Energy Concepts LLC. shall comply with the US Department of Labor's Fair Labor Standards Act and any other local, State, or Federal laws and regulations.

EMPLOYMENT-AT-WILL: All employees of Relevant Energy Concepts LLC. below the C-Suite Executive level will be Employment-At-Will. Employment may be terminated at any time by the Company or the Employee.

PRIORITY HIRING & PROMOTIONS: Relevant Energy Concepts LLC. will grant priority hiring status to established Massachusetts residents, particularly those residing in Holyoke, and will be working to provide job opportunities to those demographics specifically stated by the Commission in the regulations



as areas of disproportionate impact and as detailed in the Company Positive Impact Plan and the Diversity Plan. Relevant Energy Concepts LLC. shall give priority application status for new hires, as well as priority status for company promotions, to applicants & employees from those listed demographics, however, these factors shall not be determinative and shall not prevent the Company from hiring the most qualified applicants and complying with all Massachusetts anti-discrimination and employment laws.

ACCOMODATIONS FOR DIFFERING ABILITIES: Relevant Energy Concepts LLC. is committed to complying with or exceeding expectations in the Americans with Disabilities Act and any local, state, and federal laws prohibiting discrimination in employment against qualified individuals with differing abilities. The Company will strive to provide reasonable accommodations requested by any employee with a disability who is otherwise able to perform essential functions of their job, or to provide adequate alternative accommodations (so long as that accommodation does not result in undue hardship on the Company, or pose a threat to the health and/or safety of the employee or coworkers).

STATE REGISTRATION of MARIJUANA ESTABLISHMENT AGENTS: All employees of Relevant Energy Concepts LLC. shall meet suitability requirements outlined in the State regulations, including all background checks and CORI as required by the Commission, and shall before employment start date be registered as a Marijuana Establishment Agent. All agent registrations shall be renewed annually. No employee shall be permitted to work without having a valid Agent Registration Card.

COMPANY TRAINING: All registered marijuana establishment agents under Relevant Energy Concepts LLC. employ will be required to complete all necessary trainings related to job functions prior to beginning work and training shall be tailored to the roles & responsibilities of each specific job function. At the time of hire all employees will receive a Relevant Energy Concepts LLC. employee handbook and be required to attend a company orientation to cover all aspects of the employee handbook, individual employee expectations, details on security and compliance, and will receive on-site facility training for specific positions. Relevant Energy Concepts LLC. employees will be required to attend approximately 40 hours of training, which will include important Company operational information and procedures, as well as a core-curriculum of Cannabis Education seminars tailored toward creating a safe, compliant facility with the most knowledgeable staff in the MA cannabis industry. All employees will receive a minimum of 8 hours of on-going training annually to remain current with all advancements in State regulations, SOR policy, cannabis science and the evolving market, facility operations, and job site safety.

STATE CERTIFICATIONS: Employees will be required to undergo and pass any & all State-mandated certification training classes for job safety and equipment operation, and where applicable, will undergo state certifications for the safe handling of food and/or the application of fertilizers and pesticides, and will maintain annual trainings and re-certifications.



RESPONSIBLE VENDOR: At such time that State-certified “Responsible Vendor Training” comes on-line, all owners, managers, and employees will be required to successfully complete such training. All new hires will be required to attend and successfully complete the Responsible Vendor Training, in compliance with the “Certification Training Program Standards” and to include at minimum the “Certification Training Class Core Curriculum” within 90 days of start date, and all employees will be required to attend and successfully complete the Responsible Vendor Training on a yearly basis thereafter.

UNIFORMS & ID BADGES: All registered agent employees will wear clearly identifiable Relevant Energy Concepts LLC. uniforms during all shifts, and will be required to wear a photo-ID agent badge at all times while on shift. All employees will also be required to be in possession of the State-issued Agent Registration Card at all times while on shift. Uniforms shall be kept clean and generally free from wrinkles, stains, rips or tears. When not on shift, employees should make a best-faith effort to keep all uniforms and agent badges securely stored so as to prevent theft; loss or theft of any uniform or badges shall be reported to Company management immediately, and an Incident Report will be filed with the CCC. Uniforms or any other clothing bearing the Relevant Energy Concepts LLC. logo shall not be worn in public outside of the facility or other lawful event except for the actual time it takes the employee to travel to and from their work shift and in which case the uniform must be sufficiently covered to fully conceal any Relevant Energy Concepts LLC. logos. All employees shall wear closed-toe shoes with sufficient traction to prevent slipping and that allows for comfort & support for extended periods of standing and moving.

EMPLOYEE SAFETY: All employees shall be sufficiently trained at hire in all State-mandated safety protocol and/or the operation of any equipment and machinery as is related to job functions, and will receive annual update trainings. Facility shall be designed and safety procedures implemented to prevent employee injury or unnecessary employee strain that may lead to injury. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all safety and health regulations and any other specific job-related safety concerns. Employees are required to report any accident, job-related injury, or any other such incident to their supervisor immediately. Engaging in any behavior that fails to comply with company safety policies or any laws and regulations, and/or that directly or indirectly causes hazardous conditions or otherwise places persons or property at risk, shall be subject to immediate Corrective Action.

Employees shall be provided with protective garments, gloves, and eye wear for the safe handling of any fertilizers and cleaning agents, as well as vision protection for working beneath high powered artificial grow lighting and/or UV sterilization equipment when applicable. Respirators and dust masks will be made available as needed. Emergency eyewash stations will be provided in work areas.

PERSONAL HYGIENE & CLEANLINESS: All Relevant Energy Concepts LLC. employees will be required to maintain a sufficient level of personal hygiene and cleanliness so as not to compromise the safety and quality of the cannabis products worked with. All employees will be required to



conform to certain sanitary practices while on duty including but not limited to washing hands thoroughly and sanitizing prior to starting work and at any time that hands may become contaminated. Employees will be encouraged to use best practices to limit personal contamination of cannabis products. Employees should appear presentable and ready to represent Relevant Energy Concepts LLC. professionally to our guests.

PUNCTUALITY & ATTENDANCE: All Relevant Energy Concepts LLC. employees will be required to arrive for their shifts on-time and as scheduled, in uniform and with all required identification, and work all shifts as scheduled. Staff schedules can be flexible and tailor-arranged with management as needed, but staff will be expected to work weekdays, weekends, and some holidays.

Eligible employees will receive benefits of Vacation Time, Medical Leave, and Personal Days. Employees will be required to coordinate in advance with scheduling Management to formally request a specific day(s) off or for vacation time. Periods of extended leave for medical or other personal reasons shall be coordinated between the employee, scheduling Management, and the Human Resources department. Sick time may be used at any time in the case of an emergency or sudden onset of illness. Any absences due to illness or injury that qualify under the Family and Medical Leave Act shall not count against the employee's attendance (medical documentation may be required).

Patterns or excessive occurrences of absenteeism or tardiness may result in Corrective Action. Failure to appear for a scheduled shift without prior arrangement or calling-in to report the absenteeism shall be considered a "No-Call No-Show" and will result in immediate Corrective Action, including possible termination. Three consecutive shifts of No-Call No-Show shall be considered job abandonment and the employee's voluntary resignation of employment.

CELL PHONES: Cell Phones will not be permitted within the Relevant Energy Concepts LLC. Retail, manufacturing, or grow facility but will be allowed for delivery purposes. All employees will be required to leave phones stored in employee lockers or in the employee's vehicle when not in delivery routes. At absolutely no time may pictures, video, live streams, or any other such recording be taken of the interior workings of the facility where cannabis is stored, dispensed, or otherwise handled.

PROFESSIONALISM: Relevant Energy Concepts LLC. expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Relevant Energy Concepts LLC., Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee's Social Media posts. Relevant Energy Concepts LLC. is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Relevant Energy Concepts LLC. will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Relevant Energy Concepts LLC. has a Zero-Tolerance policy for any work-place



Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

EMPLOYEE RELATIONSHIPS: Relevant Energy Concepts LLC. employees will be required to adhere to a strict code of conduct regarding inter-personal relationships while on shift, providing for a work environment where employees maintain clear boundaries between personal and business interactions in order to effectively conduct all job functions and enhance productivity. While nothing in this policy prevents friendships or romantic relationships between co-workers, or the hiring of immediate family members, employees in managerial roles may present a Conflict of Interest if romantically involved with or immediately related to any employee under which there is a direct-reporting relationship. No part of this policy shall preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute.

CONFLICTS OF INTEREST: Relevant Energy Concepts LLC. employees shall be permitted to be gainfully employed in addition to and outside of Relevant Energy Concepts LLC. so long as there is not Conflict of Interest, such as but not limited to:

- Employment with or Consultant to an Relevant Energy Concepts LLC. competitor or potential competitor, supplier, or contractor;
- Serving as a Board member for another licensed Cannabis establishment;
- Owning or having controlling interest in any other licensed Cannabis establishment or in any company actively pursuing State licensing for a Cannabis establishment;
- Working for, consulting for, or serving as a Board member for any company involved with the State Responsible Vendor Program;
- Any other position or activity that may impair, or seem to impair, the employee's ability to make objective and fair decisions when performing their jobs.

No employee shall accept any gifts, discounts, services, or favors from any customer, supplier, vendor, or competitor unless such promotion was made available to all Company employees and as authorized by Management.

SOCIAL MEDIA: Employees are asked to keep their professional and personal lives as separate as possible in regards to public Social Media postings, and to exercise caution when sharing any information related to the Company. Employees may share official Relevant Energy Concepts LLC. Social Media posts or links to the Relevant Energy Concepts LLC. website, but are prohibited from making any social media posts that make statements implying the individual speaks on behalf of or in any other way claims to represent Relevant Energy Concepts LLC. without express authorization by the Company. Employees may not post, comment, or otherwise publicly speak to any Relevant Energy Concepts LLC. prices, policy, plan, protocol, or procedure. Any post made about any Relevant Energy Concepts LLC. product or other job-related matters must expressly state that it is the employee's sole opinion and does not represent the views of the Company. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording of any part of the facility or cannabis plants or products in any stage of processing or manufacturing, storage, or distribution. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording where the employee or any other person is shown to be



wearing the Company Uniform and/or ID badge. Employees are expected to extend their behavior outlined in the above section “Professionalism” to their social media interactions with other employees, customers, industry acquaintances, and other MA cannabis establishments or their agents. acquaintances, and other MA cannabis establishments or their agents.

WEAPONS BAN: No Relevant Energy Concepts LLC. employee may carry on their person while at work any weapons of any kind. State law expressly prohibits any registered cannabis agent from carrying a firearm while on shift or from having a firearm on premises or in any transport vehicle. Relevant Energy Concepts LLC. has a zero-tolerance policy for carrying concealed weapons and evidence of such shall result in immediate Corrective Action, which may include termination of employment.

SMOKE, DRUG, & ALCOHOL -FREE WORKPLACE: All of the Relevant Energy Concepts LLC. facilities and properties will be a Smoke, Drug, and Alcohol -free workplace. No employee shall be permitted to consume any marijuana or marijuana product, alcohol, or tobacco products while on the premises, or off-site prior to or during their work shift. The use of tobacco on the premises will result in Corrective Action; Consuming cannabis or alcohol on the premises, either before, during, or after the work shift, or off shift, will result in immediate dismissal.

Relevant Energy Concepts LLC. reserves the right to request of any employee Drug Screening for illicit substances.

CORRECTIVE ACTION: All employees are expected to understand and abide by all Company rules and policies, and to perform their job functions to the standards and expectations set forth in the job description. Relevant Energy Concepts LLC. will implement the use of progressive Corrective Action to address issues of poor job performance and/or misconduct designed to provide a process to improve and prevent the recurrence of the undesired performance or conduct. The Corrective Action plan will consist of multiple steps; however, the Company may combine or

skip steps based on the facts of each situation, the nature/severity of the offense, and the employee’s history of corrective action:

1. Verbal Warning(s)
2. Written Warning(s)
3. Final Written Warning
4. Suspension without Pay
5. Termination of Employment

Steps for Corrective Action may be carried out by authorized Management and/or Human Resources officer as applicable.

CAUSE FOR IMMEDIATE DISMISSAL: All new hires will be instructed on Security protocol and grounds for immediate dismissal in the Company Orientation, and it will be detailed in the Employee Handbook. All employees will be required to sign documentation that they have been made aware of these conditions. Employees shall be subject to immediate dismissal in the event of:

- Consuming marijuana, alcohol, or other drugs on premises, either on or off shift.
- Arriving to work impaired by marijuana, alcohol, or other drugs, whether or not consumption took place off premises.



- Involvement in the Diversion of Marijuana or Marijuana Products from Relevant Energy Concepts LLC., or in the manipulation of inventory records, tracking software, or product labeling/packaging with the intent on diverting marijuana or marijuana products, which shall be reported to the Commission and to Law Enforcement.
- Engagement in unsafe practices with regard to the operation of the establishment and/or employee safety, which shall be reported to the Commission.
- Behavior that poses immediate risk to the personal safety of, or which may be considered malicious harassment, discrimination, violence, or threat toward, or any unsolicited sexual advances or assault on, any other Relevant Energy Concepts LLC. employee(s) or customer(s), which shall be reported to the Commission and, in the case of a criminal act, to local Law Enforcement.
- Conviction or guilty plea in the case of felony drug offense involving distribution of controlled substances, or in the transport of any controlled substance and/or alcohol to a person under 21 years of age.
- Carrying a firearm while on shift.
- Evidence of theft of or unauthorized possession of any company property or the property of other employees/customers.
- Evidence of Theft of Hours, falsified time sheets, or alteration of any other legal document for the purposes of defrauding the Company



1. Quality Control and Testing

1.1. Incoming marijuana inventory

- 1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - 1.1.2.1. Well cured and generally free of seeds and stems;
 - 1.1.2.2. Free of dirt, Sand, debris, and other foreign matter;
 - 1.1.2.3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 1.1.2.4. Prepared and handled on food-grade stainless steel tables; and
 - 1.1.2.5. Packaged in a secure area.
- 1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
 - 1.1.3.1. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
 - 1.1.3.2. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500.160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
 - 1.1.3.3. Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - 1.1.3.4. Each of the three parties should submit a report on the incident to the Commission.
 - 1.1.3.5. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - 1.1.3.6. Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.1.3.6.1. Stock is efficiently rotated to ensure that older product is used before newer product.
 - 1.1.3.6.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.2. Outgoing marijuana inventory

- 1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160



- 1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.
- 1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
 - 1.2.9.1. Stock is efficiently rotated to ensure that older product is sold before newer product.
 - 1.2.9.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.3. Hygiene

- 1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - 1.3.2.1. Maintaining adequate personal cleanliness; and
 - 1.3.2.2. Washing hands appropriately.
- 1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.



- 1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.3.9. Water supply shall be sufficient for necessary operations.
- 1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.3.11. The establishment shall provide it's employees with adequate, readily accessible toilet facilities.
- 1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.



1.1. Recordkeeping procedures

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
 - 1.1.2.1. Assets and liabilities;
 - 1.1.2.2. Monetary transactions
 - 1.1.2.3. Books of accounts;
 - 1.1.2.4. Sales records; and
 - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The Delivery Operations manager has copies of the company operating procedures.
 - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
 - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
 - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the Delivery Operations manager or an immediate supervisor.
 - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
 - 1.1.4.1.5. Any material changes will be communicated to the Commission
 - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
 - Shipping manifests
 - Delivery and unpacking video recordings
 - Daily sales stock withdrawal and return reports
 - Weekly inventory reports
 - Product return reports
 - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the secured records cabinet.



- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labeled with the date and manifest number(s) and stored in the secured records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
 - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
 - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the secured records cabinet.
 - 1.1.5.4. Weekly inventory reports - Each week, the Delivery Operations manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the secured records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our Delivery Operator establishment receives marijuana, and marijuana products in pre packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products prior to being placed in a secured holding vault and or warehoused each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.



1.1.6. Personnel records:

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.6.4.3. 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;
 - 1.1.6.4.4. documentation of periodic performance evaluations;
 - 1.1.6.4.5. a record of any disciplinary action taken.
 - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.7. Personnel policies and procedures

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.



- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.8. Security Device Log

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the Delivery Operations manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.



- 1.1.9. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.



Inventory Procedures: Delivery Operator

Our company will comply with all regulations for real-time Inventory maintenance as outlined in 935 CMR 500.105, and all records shall be made available for inspection upon request by the Commission or any other lawfully authorized regulatory agency.

GENERAL

In accordance with 935 CMR 500.105(8):

1. Company shall establish inventory controls and procedures for inventory reviews.
2. We shall promptly transcribe inventories if taken by use of an oral recording device.
3. We shall tag and track all marijuana seeds, clones, plants, and marijuana products, using METRC
4. No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory.

Records shall be kept on file and shall be backed up electronically on-site and to cloud storage. These inventory records shall track all marijuana products in the supply chain from Seed to Sale, and include at minimum:

- Cannabis Products coming into the facility
- Cannabis Inventory contained within the Vault
- Cannabis Inventory contained in the delivery vehicle
- POS Transactions
- Any damaged, defective, expired, contaminated, or other cannabis products awaiting disposal

SEED-to-SALE TRACKING: company will use approved third-party tracking software tied directly to the State monitoring system (METRC) for real-time inventory controls that comprehensively monitor the inventory of marijuana products within the facility. This system also allows for the real-time tracking of Agents' involvement with and complete chain of custody for the cannabis products.

In the event of a State monitoring system failure, disruption to the internal tracking software programs, or extended facility power outage, company shall cease & desist all movement of products within the facility, any sales, and/or transport operations until all systems successfully come back online and/or power supply is restored for sufficient operation.

All Products shall be affixed with necessary tracking tags and/or labels; each area of the facility shall be equipped with sufficient scanning equipment for tracking all products coming into the facility and intra-facility product movement between the vault and the delivery vehicle.

RECORDING SALES: Company will utilize a computerized Point of Sale (POS) system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. Company will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.



Company may implement POS software protocol that allows for separate accounting between marijuana and non-marijuana retail sales.

RETAIL VAULT: All marijuana product inventory will be securely stored within the retail store's climate-controlled vault. Only enough marijuana product to cover the needs of that operating shift will be removed from the vault by management, and that product will be kept securely stored in a locked case behind the retail counter. Customers will not have direct access to any retail marijuana products for sale (see Dispensing Procedures). Any un-sold marijuana products at the end of each operating shift will be securely stored back in the vault until the next business day.

INVENTORY AUDITS: On-hand product inventory will be taken daily at the start and finish of each shift or whenever marijuana is removed from the vault to replenish sales floor inventory, and all inventory counts electronically logged. Inventory counts will also be conducted weekly, monthly, and a comprehensive inventory audit will be conducted at least once every 12 months. The record of each inventory shall include, at minimum:

- The date & time of the inventory
- Exact product counts
- Summary of inventory findings, including any discrepancy
- Names, Titles, and Signatures of individuals conducting the inventory

All records will be maintained and available for review by the Commission for not less than 3 years.

CANNABIS WASTE: Any cannabis by-product materials as defined in 310 CMR 16.02 Definitions shall be mixed and ground so as to render the cannabis unusable, to be transported off-site and disposed of at a licensed waste processing facility in compliance with 310 CMR 16.00 Site Assignment Regulations for Solid Waste Facilities. No fewer than 2 establishment agents will witness and document how any cannabis waste was disposed of or otherwise handled. Documentation shall consist of electronic record with seed-to-sale tracking software that details date, time, type of product and quantity or weight disposed of, location or means of disposal, and the names and signatures of the 2 witnessing establishment agents. Disposal Records will be kept on file and available for Commission review for not less than 3 years, and shall remain open for the duration of any investigation or enforcement action by the Commission.

PRODUCT TRANSPORT: In the event that any cannabis products must be returned to vendors, transferred to another retail establishment, or that waste product is to be sent back to the processing facility for storage in the waste vault, prior to shipping any cannabis products from the Company facility, all products to be transported will be weighed or counted, inventoried, and accounted for on video; the video shall show each product being weighed/counted, the inventory, and the manifest, as well as clearly identifying the 2 establishment agents responsible.

INVENTORY DISCREPANCY: In the event that any discrepancy in product inventory or evidence of diversion is discovered, all steps and procedures will be followed in full compliance



with all applicable State laws and regulations, and as detailed in the Company Security and Diversion Prevention Plan and Protocol for Reporting Incidents



Detailed Description of Qualification and Intended Trainings for Agents:

1. **Marijuana Establishment Agents shall first take the Basic Core Curriculum. 935 CMR 500.105(2)**
2. **Once a Marijuana Establishment is designated a Responsible Vendor, all our Company Agents employed by us that are involved in the handling or sale of Marijuana for adult use shall successfully complete the Basic Core Curriculum within 90 days of hire. 935 CMR 500.105(2)**
3. **After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. 935 CMR 500.105(2)**
4. **In addition to the Basic Core Curriculum, all Marijuana Establishment Agents acting as delivery employees of our company shall have attended and successfully completed Delivery Core Curriculum 935 CMR 500.105(2) which includes the following:**
 - a. **Safely conducting deliveries;**
 - b. **Safe cash handling practices;**
 - c. **Strategies for de-escalating potentially dangerous situations;**
 - d. **Securing product following any instance of diversion, theft or loss of Finished Marijuana Products pursuant to 935 CMR 500.110(1)(m);**
 - e. **Collecting and communicating information to assist in investigations;**
 - f. **Procedures for checking identification;**
 - g. **Indications of Impairment**
 - h. **Notification of Consumers of Use of Mandatory Recording devices**

1.1. Job Classifications and Requirements:

- 1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.
 - 1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.
 - 1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.
 - 1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.
 - 1.1.1.1.4. All employees will receive METRC training
- 1.1.2. **Warehouse Manager** - The manager is the head of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the manager is to coordinate and facilitate the transactions of the warehouse, oversee routes, dispatch, and employees. They must maintain records, have contact with suppliers and the grow site, embrace customer service



and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the manager is to ensure the security and integrity of our inventory and keep operations running smoothly.

- 1.1.3. **Delivery Sales Agent** - The MDO has a need for retail delivery professionals who can communicate articulately and passionately with customers, keep clear records, follow protocol, and safely drive vehicles. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, delivery, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. A delivery agent will maintain records in accordance with the Operations Manual, serve customers, and be mindful and vigilant in terms of security, diversion, and facility cleanliness. Delivery Sales Agents will be trained by the manager alongside whom they will work to learn the total operation of the MDO. This position may be full-, or part-time.

1.2. **Employee Qualifications and Selection**

- 1.2.1. Our MDO is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

- 1.2.1.1. Cannabis Science
- 1.2.1.2. Horticultural & Organic Cultivation
- 1.2.1.3. Methods of Extraction
- 1.2.1.4. Methods of Ingestion
- 1.2.1.5. Cooking with Cannabis
- 1.2.1.6. Medical marijuana use
- 1.2.1.7. Harm Reduction Methods
- 1.2.1.8. Sensible Cannabis Use
- 1.2.1.9. Customer Relations
- 1.2.1.10. Massachusetts Cannabis Law

- 1.3. Our company is looking for all types of help for our delivery sales operation, both warehouse, and delivery vehicle. Typical responsibilities include:

- 1.3.1. Delivery Sales
- 1.3.2. Packaging labeling and inventory
- 1.3.3. Sanitation and maintenance of the facility
- 1.3.4. Standard business and management roles such as, account management, administration, etc.



Energy Efficiency and Conservation Procedures:

Note: Our plan to add vehicles to our fleet upon licensure will include prioritizing energy efficient vehicles such as hybrid and electric vehicles, or gas models that have the lowest Miles per Gallon (MPG) rating.

Our plan to make vehicle fleet decisions is to acquire 1-3 vehicles with the lowest MPG rating at the lowest cost, comparing prices from different sellers/leasing companies, with a priority for lowest MPG rating or farthest distance able to travel on one charge, whichever of the two is the lowest cost vehicle, and if both gas vehicles, the vehicle with the highest MPG rating.

In addition, as our municipality may require energy efficiency in vehicle fleet, we will comply with all municipal regulations as to energy efficiency for our fleet.

As we acquire each additional vehicle we affirm that we will regularly evaluate alternative fuel vehicle options.

1. Environmental Policies and Procedures -

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
 - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
 - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
 - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
 - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
 - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We shall adopt and use additional best management practices as determined by the



Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

- d. We will adhere to the following minimum energy efficiency and equipment standards;
 - i. The building envelope for our facilities will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

- ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b.)

Overview

Cannabis diversity is of top importance and priority for Relevant Energy Concepts LLC. The company has set specific goals for the expansion of minority representation in Holyoke. In alignment with the Commission's desire to promote equity within the cannabis industry, we pledge to support building an inclusive thriving business that endorses equity among minorities, women, veterans, people with disabilities, and members from the LGBTQ+ community.

Goals

To establish specific goals that support equity among minorities, women, veterans, people with disabilities, and members from the LGBTQ+ community, Relevant Energy Concepts LLC. will:

- I. Increase the number of individuals falling into the above-listed demographics working in the establishment
by hiring
 - 60% women
 - 40% minorities
 - 30% veterans
 - 10% persons with disabilities and
 - 10% LGBTQ
2. Access a list from the Supplier Diversity Office to engage with wholesale partners, vendors, and contractors who are minority-owned, women-owned, LGBTQ+-owned, or veteran-owned. We have a goal of working with 15% of wholesale partners who are minority-owned, 25% women-owned, 10% contractors and vendors who are veteran-owned, and 10% LGBTQ+-owned.

Programs

Relevant Energy Concepts LLC. is committed to implementing a successful diversity plan that is directly tied to the population of Holyoke and our Cannabis Delivery Operator program. Conceivably, the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, the following specialized improvements to our programs are and will be structured with the intention of locating, encouraging, and promoting diverse employees. The company will achieve the goals above quarterly, with a yearly report documented upon renewal, one year from provisional licensure, and each year thereafter.

Hiring Programs

- 1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com and Mass. Live web page and the Holyoke Sun and The Republican newspapers with the objective of reaching those who are women, veterans, minorities, LGBTQ+, and those with disabilities.
- 2. Distribute internal workplace information notices, annually (and verbally at team meetings to be held quarterly (at our facility site), aimed at encouraging current employees to recommend residents who are women, veterans, minorities, LGBTQ+, and those with disabilities for employment to create a strengthened community within the workplace.

Employee Preservation and Development:

- Relevant Energy Concepts LLC. will offer promotions to provide all employees with an equal opportunity for growth. This will lessen turnover and ensure that all candidates are given equal opportunities for promotion. The company will communicate the opportunity and clearly define the job description. This action ensures an equal opportunity within the program that will help in areas of specific career development. The agendas will be both available internally and externally to our vendors to include topics such as:
- Product manufacturing techniques
- Industry compliance
- Management exercises, and
- Industry seminars

Implementing Diversity Awareness:

- Relevant Energy Concepts LLC. diversity awareness protocols emphasize our zero-tolerance commitment to harassment and discrimination with strict adherence that take corrective actions should any issues, concerns, or complaints arise. As part of their onboarding, all new employees will be informed on the material and importance of the Diversity Plan. All employees will also be required to undergo ongoing diversity training that ensures best practices and policies of the Diversity Plan.
- Awareness of Diversity Plan goals and efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation is crucial to the company's success. Therefore, it is imperative that management, staff, associates, vendors, contractors, and the public all benefit from being informed of the Diversity Plan objectives, procedures, and hiring practices of vendors as well as internal personnel.

Dissemination of information for the Diversity Plan includes the following:

- Insertion of zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose the company and the goal for a diverse workforce.
- Postings in suitable areas for employee communication.
- Diversity instruction and protocol programs for all employees.
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.
- Distribute internal workplace newsletters to encourage present employees' recommendations of individuals for employment and sponsor quarterly events for women to advance their professional careers and learn about future jobs or procurement opportunities with the company.

Measuring Progress

The HR Manager will be responsible for auditing the Diversity Plan. The audit report will set forth the Company's performance in fulfilling the goals of the plan as we intend to focus on the following Metrics:

- Employment data, comprising the number of individuals from the above-referenced demographic groups showing who were hired and retained after the issuance of a license.
- Number of positions created since the initial license was awarded.
- Number of and type of information sessions held or participated in with supporting documentation.
- Number of postings in diverse publications or general publications with supporting documentation.
- Number and subject matter of trainings held and the number of individuals falling into the above listed demographics in attendance; and
- A comprehensive description of all efforts made by the company to monitor and enforce the Diversity Plan.
- This audit will be conducted on a quarterly basis.
- The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.
- Have we advertised available new positions for women, minorities, the LGBTQ+ community, veterans, and those with disabilities on Indeed.com and Mass. Live web page and the Holyoke Sun and The Republican newspapers, with the objective to effectively reach those residents from the area of disproportionate impact (Holyoke).
- Have we relayed our hiring needs and the importance of diversity compliance to staff, management, contractors and vendors?
- Have we posted at least one job and recruitment posting on Indeed.com and Mass. Live web page, the Holyoke Sun and The Republican newspapers to specifically target diverse residents, women, minorities LGBTQ+, veterans, and those with disabilities for vending opportunities?
- Have women continued to have been hired in at least 60% of the available supervisory positions?
- Did at least 50% of our total hires include a mix of the above diverse demographics?
- Have diverse employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management Diversity with 50% of promotions being diverse employees?
- Have we partnered with at least 2 diverse businesses or wholesalers?
- Do we have an employee suggestion box, and have we addressed all comments anonymous or otherwise? Acknowledgements

Relevant Energy Concepts LLC. will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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