



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100130
Original Issued Date: 08/12/2021
Issued Date: 08/12/2021
Expiration Date: 08/12/2022

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Shine Delivery LLC

Phone Number: 774-272-2219 **Email Address:** andrewbstoddard@gmail.com

Business Address 1: 119 Washington Street **Business Address 2:**

Business City: Plainville **Business State:** MA **Business Zip Code:** 02762

Mailing Address 1: 119 Washington Street **Mailing Address 2:**

Mailing City: Plainville **Mailing State:** MA **Mailing Zip Code:** 02762

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 **Percentage Of Control:** 51

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

First Name: Andrew **Last Name:** Stoddard **Suffix:**

Gender: Male **User Defined Gender:** Male

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 13 **Percentage Of Control:** 19

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

First Name: Mathew **Last Name:** Medeiros **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12 Percentage Of Control: 10
Role: Owner / Partner Other Role:
First Name: Andrew Last Name: Medeiros Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 12 Percentage Of Control: 10
Role: Owner / Partner Other Role:
First Name: Lauren Last Name: Forster Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 12 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Edward Last Name: Medeiros Suffix: JR
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 12 Percentage Of Control: 10
Role: Owner / Partner Other Role:
First Name: Elisa Last Name: Medeiros Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 49 Percentage of Ownership: 49
Entity Legal Name: The Medeiros Investment Irrevocable Trust Entity DBA: DBA City: Seekonk
Entity Description: Investment Trust
Entity Website:
Foreign Subsidiary Narrative:
Relationship Description: The Medeiros Investment Irrevocable Trust is 49% owner. Each of the beneficiaries of the trust funding relationship, minority member and voting member.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Medeiros Investment Irrevocable Trust		Entity DBA:	
Email: medeirosinvestments@gmail.com	Phone: 401-641-4104		
Address 1: 71 Raymond Drive	Address 2:		
City: Seekonk	State: MA	Zip Code: 02771	
Types of Capital: Other	Other Type of Capital: Monetary / Equity Capital Provided by Loan	Total Value of Capital Provided: \$100000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Mathew	Last Name: Medeiros	Suffix:
Marijuana Establishment Name: Apotho Therapeutics	Business Type: Marijuana Retailer	
Marijuana Establishment City: Plainville	Marijuana Establishment State: MA	

Individual 2

First Name: Andrew	Last Name: Medeiros	Suffix:
Marijuana Establishment Name: Apotho Therapeutics	Business Type: Marijuana Retailer	
Marijuana Establishment City: Plainville	Marijuana Establishment State: MA	

Individual 3

First Name: Lauren	Last Name: Forster	Suffix:
Marijuana Establishment Name: Apotho Therapeutics	Business Type: Marijuana Retailer	
Marijuana Establishment City: Plainville	Marijuana Establishment State: MA	

Individual 4

First Name: Edward	Last Name: Medeiros	Suffix: JR
Marijuana Establishment Name: Apotho Therapeutics	Business Type: Marijuana Retailer	
Marijuana Establishment City: Plainville	Marijuana Establishment State: MA	

Individual 5

First Name: Elisa	Last Name: Medeiros	Suffix:
Marijuana Establishment Name: Apotho Therapeutics	Business Type: Marijuana Retailer	
Marijuana Establishment City: Plainville	Marijuana Establishment State: MA	

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 119 Washington Street	Establishment Address 2:
Establishment City: Plainville	Establishment Zip Code: 02762
Approximate square footage of the establishment: 5660	How many abutters does this property have?: 7
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Certification of Host Community Agreement	Shine LLC HCA.pdf	pdf	605b71b57e61bd07773ab4d3	03/24/2021
Plan to Remain Compliant with Local Zoning	Shine Delivery- Plainville Zoning Compliance.pdf	pdf	6077824a8d8557457dbb8c4b	04/14/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	60816e2bb15b20079554e6b6	04/22/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	60816e368ecb05074fe67017	04/22/2021
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	60816e6de067a90777b4cd7d	04/22/2021
Community Outreach Meeting Documentation	Cannabis (8).pdf	pdf	6087686385675207abc77c8f	04/26/2021
Community Outreach Meeting Documentation	COM Form.pdf	pdf	60877b4168436d078d6b059f	04/26/2021

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	Positive Impact Plan Final.pdf	pdf	60876ac7e54b280786bae621	04/26/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** Social Equity Status Holder, Co-Founder / Co-CEO
First Name: Andrew **Last Name:** Stoddard **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner **Other Role:** Beneficial Owner of Member Trust, Co-Founder / Co-CEO
First Name: Mathew **Last Name:** Medeiros **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 3

Role: Owner / Partner **Other Role:** Beneficial Owner of Member Trust, Trustee of Member Trust
First Name: Andrew **Last Name:** Medeiros **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 4

Role: Owner / Partner **Other Role:** Beneficial Owner of Member Trust
First Name: Edward **Last Name:** Medeiros **Suffix:** Jr

RMD Association: RMD Owner

Background Question: no

Individual Background Information 5

Role: Owner / Partner Other Role: Beneficial Owner of Member Trust, Trustee of Member Trust

First Name: Lauren Last Name: Forster Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 6

Role: Owner / Partner Other Role: Trustee of Member Trust

First Name: Elisa Last Name: Medeiros Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role: Investor

Entity Legal Name: The Medeiros Investment Irrevocable Trust Entity DBA:

Entity Description: Investor and Funding Entity of Business

Phone: 401-641-4104 Email: medeirosinvestments@gmail.com

Primary Business Address 1: 71 Raymond Drive Primary Business Address 2:

Primary Business City: Seekonk Primary Business State: MA Principal Business Zip

Code: 02771

Additional Information: This trust is the minority shareholder of the Delivery Company and primary capital contributor. The primary contact / trustee is Andrew Medeiros (see individual background information).

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	certificate of good standing DOR.pdf	pdf	605b7284e5be0207aec736e6	03/24/2021
Department of Unemployment Assistance - Certificate of Good standing	Certification of Good Stanindg Unemployment.pdf	pdf	605b72f059735d07bd822e4e	03/24/2021
Secretary of Commonwealth - Certificate of Good Standing	IMG_5049.jpg	jpeg	605b7429e5be0207aec736fc	03/24/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Screen Shot 2021-04-22 at 12.10.28 PM.png	png	6081a01e09011007a03cde2d	04/22/2021
Articles of Organization	Shine Delivery, LLC Operating Agreement 4823-5807-7410 v.1.pdf	pdf	6082468ae067a90777b4d1e6	04/23/2021

Massachusetts Business Identification Number: 001473285

Doing-Business-As Name: N/A (the drop down below asking DBA Registration City doesn't allow me to choose N/A) Operating as an LLC, Shine Delivery LLC

DBA Registration City: Spencer

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Shine Delivery Business Plan Final Draft .pdf	pdf	5fdd1eec841ecf07f32a8bcf	12/18/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance Final2.pdf	pdf	5fe3a85f36d86207eb967acf	12/23/2020
Proposed Timeline	Shine Timeline.pdf	pdf	6082474f3bbe600765b4a465	04/23/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion FINAL.pdf	pdf	5fdd201a841ecf07f32a8bd8	12/18/2020
Inventory procedures	Inventory Procedures Final.pdf	pdf	5fdd20fb9597d30802d2a1f1	12/18/2020
Quality control and testing procedures	Quality Control and Testing Final.pdf	pdf	5fdd2196b11eae07c3c56204	12/18/2020
Personnel policies	Personnel Policies Final.pdf	pdf	5fdd223b841ecf07f32a8be5	12/18/2020
Dispensing procedures	Dispensing Procedures Final.pdf	pdf	5fdd22a309cfae0810fd0fe8	12/18/2020
Record-keeping procedures	Record Keeping Final.pdf	pdf	5fdd22d416d57608051f9584	12/18/2020
Maintenance of financial records	Maintaining of Financial Records Final.pdf	pdf	5fdd22fd841ecf07f32a8beb	12/18/2020
Qualifications and training	Qualification Training Final.pdf	pdf	5fdd234760fc2607ca6ab35b	12/18/2020
Energy Compliance Plan	Energy Compliance Plan Final.pdf	pdf	5fdd2372b11eae07c3c56216	12/18/2020
Delivery procedures	Delivery Procedures Final2.pdf	pdf	5fe3a8b236d86207eb967ad3	12/23/2020
Security plan	Security Plan Final2.pdf	pdf	5fe3a8f836d86207eb967ad7	12/23/2020
Storage of marijuana	Storage of Marijuana Final2.pdf	pdf	5fe3a93244f61c07f67fd48e	12/23/2020
Transportation of marijuana	Transportation of Marijuana Final2.pdf	pdf	5fe3a96b982b2307e19927cf	12/23/2020
Diversity plan	Shine Diversity Plan Final Provisional.pdf	pdf	60877136b15b20079554f53b	04/26/2021

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

Date generated: 11/18/2021

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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(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

Agreements with Marijuana Retailers 1

Owner First Name:	Owner Last Name:	Owner Suffix:
Marijuana Retailer Legal Name: Apotho Therapeutics Plainville LLC	Marijuana Retailer DBA: Apotho Therapeutics	
Marijuana Retailer Description:		
Marijuana Retailer Phone:	Marijuana Retailer Email: info@apothotherapeutics.com	Marijuana Retailer Website: www.apothotherapeutics.com
Marijuana Retailer Address 1: 119 Washington Street Plainville	Marijuana Retailer Address 2:	
Marijuana Retailer City: Plainville	Marijuana Retailer State: MA	Marijuana Retailer Zip Code: 02762 Country: Norfolk
Marijuana Retailer Mailing Address 1: 119 Washington Street Plainville	Marijuana Retailer Mailing Address 2:	
Marijuana Retailer Mailing City: Plainville	Marijuana Retailer Mailing State: MA	Marijuana Retailer Mailing Zip Code: 02762 Mailing Country:

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Shine Delivery Agreement Final Document.pdf	pdf	607789d17eb80444db467f05	04/14/2021

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

DELIVERY HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into this 8 day of March, 2021, by and under the laws of the Town of Plainville (the "TOWN"), a municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen and Shine Delivery, LLC, a Massachusetts Limited Liability Company ("LICENSEE").

RECITALS

WHEREAS, the LICENSEE wishes to locate an establishment, inclusive of office area, vaults, warehouse space, and packaging space for the delivery of medical and/or adult-use marijuana and marijuana products to consumers (the "FACILITY") on a parcel of land located at 119 Washington Street, Plainville, MA 02762, shown as Assessor's Map 7, Lot 64 or such other location located in the Town as notified by the LICENSEE to the Town (the "PROPERTY"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G , G.L. c.94I, 935 CMR 500.00, 935 CMR 501.00 and such approvals as may be issued by the TOWN in accordance with its General and Zoning Bylaws and other applicable local regulations, as may be amended (the "REGULATIONS"); and

WHEREAS, the LICENSEE intends to provide certain benefits to the TOWN in the event that it receives the requisite license from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the TOWN; and

WHEREAS, G.L. Chapter 94G, Section 3, and the regulations issued thereunder, require that TOWN and LICENSEE execute an agreement setting forth the conditions to have the FACILITY within it that must include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment; and

WHEREAS, the PARTIES agree and acknowledge that the TOWN has identified certain concerns with respect to the impact of the FACILITY, which the PARTIES hereby stipulate are likely to cause the TOWN to incur particular additional expenses and impact; and

WHEREAS, LICENSEE and the TOWN have a mutual interest in the long-term sustainable development of both the LICENSEE'S FACILITY and the economic growth of the TOWN; and

WHEREAS, the PARTIES stipulate that the Community Impact Payments set forth in this Agreement address direct and secondary impacts of the LICENSEE's operations within the TOWN pursuant to applicable Massachusetts law and Regulations, including but not limited to 935 CMR 500 and G.L. c.94G, § 3(d), and are reasonably related to said direct and secondary impacts; and

WHEREAS, LICENSEE is a Social Equity Participant, as that term is defined under the Regulations, under Application #SE303513, whereby the CCC and the applicable Regulations have waived or reduced certain fees and costs of expenditures to encourage and enable full participation in the Massachusetts cannabis industry from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement; and

WHEREAS, the PARTIES intend to enter this HCA as a means of memorializing their obligations with respect to mitigation of the impacts of the FACILITY, as well as their intention to collaborate to the fullest extent possible to ensure the proposed improvements and operations occur efficiently and in a manner that will benefit the TOWN, and to recognize the TOWN's commitment to, and compliance with the applicable Regulations, to promote and recognize participants in the Social Equity and Economic Empowerment program established by the CCC, including but not limited to with respect to the LICENSEE.

NOW, THEREFORE, in consideration of the mutual promises of the PARTIES contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES hereby agree as set forth herein.

1. The PARTIES respectively represent and warrant that:
 - a. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
 - b. This HCA has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms, and there is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting wither wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.
2. LICENSEE agrees that it is required to obtain all local permits required pursuant to Massachusetts Law and the TOWN'S Bylaws and the REGULATIONS. LICENSEE shall be required to pay the reasonable costs of the employment by TOWN boards and/or officials of outside consultants, including without limitation, engineers, architects, scientists and attorneys required to review the application for such local permits required to operate the FACILITY.

3. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, LICENSEE shall make commercially reasonable efforts in a legal and non-discriminatory manner to give priority to TOWN businesses, suppliers, contractors, builders and vendors located in the TOWN in the provision of goods and services called for in the construction, maintenance and continued operation of the FACILITY and to hire TOWN residents for jobs in and related to the FACILITY. Such efforts shall include actively soliciting bids from TOWN vendors through local advertisements and direct contact, advertising any job expansion or hiring of new employees first to TOWN residents a minimum of two (2) weeks before advertising through all typical regional employment advertising outlets, coordination with the United Regional Chamber of Commerce and such other reasonable measures as the TOWN may from time to time reasonably request. The LICENSEE also agrees to make best efforts to utilize women-owned and minority-owned vendors within the TOWN and the region.
4. LICENSEE is deeply committed to creating a non-discriminatory workplace and a welcoming work environment. Within those structures, LICENSEE is also deeply committed to being a Good Neighbor to the TOWN. Therefore, where allowed by federal, state and municipal laws and the REGULATIONS, a "Local Labor Hiring Preference" shall exist for all residents of the TOWN applying for employment by LICENSEE at the FACILITY. Within the confines of the law, and all other factors being equal, LICENSEE shall reasonably seek to employ qualified employees before considering other candidates for open positions at the FACILITY.
5. LICENSEE, its assignee, nominee, or successor thereof, shall remit to the TOWN the full mill rate of its assessed property value in accordance with the standard property taxation schedule of the TOWN.
6. LICENSEE shall register all vehicles used in connection with the FACILITY in Plainville and pay motor vehicle excise taxes on such vehicles to the TOWN.
7. LICENSEE shall remit to the TOWN a community impact payment totaling 3% of the gross revenues derived from sales or deliveries by LICENSEE of all adult use marijuana and marijuana-infused products. In the event LICENSEE is acting in the capacity of a delivery courier for other licensed marijuana retail establishments or other licensees authorized by 935 CMR 500 to sell marijuana or marijuana products direct to consumers, the PARTIES agree that in those instances, the delivery fee paid to LICENSEE (and not the amounts paid by the consumer to the seller of the products delivered) shall be included in the gross revenue computation for determining the 3% community impact fee. Such payments shall be delivered to the TOWN on a quarterly basis. With each payment, the LICENSEE shall include an accounting of the LICENSEE's total sales. The first such payment shall be due twenty (20) days after the close

of the first full calendar quarter following Commencement of Operations, and each subsequent payment shall be due twenty (20) days after the close of each calendar quarter thereafter. As used herein, "Commencement of Operations" shall mean the date on which an authorization to commence operations or other comparable, requisite approval is issued by the CCC to the LICENSEE, authorizing the LICENSEE to commence retail sales and deliveries of marijuana or marijuana-infused products under the Regulations.

8. The PARTIES acknowledge that the TOWN has imposed a local sales tax of 3% upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the TOWN, pursuant to the provisions of G.L. c.64N. Nothing herein shall limit the ability of the TOWN to adjust the local sales tax in the future, should the law be amended to allow for an adjustment in such allowable sales tax.
9. All payments required hereunder shall remain in effect for the full duration of LICENSEE'S use of the FACILITY for the purposes stated herein. In the event such term is deemed to be contrary to law, the payments shall remain in effect for the longer of five (5) years or the maximum period allowed by law, and this HCA together with such payments shall automatically renew for successive terms of the longer of five (5) years or the maximum period allowed by law. Upon voluntary or involuntary permanent termination of the use, and upon delivery to the TOWN of written notice of such termination, payments or benefits shall immediately cease; provided, however, that LICENSEE shall, within seven (7) days of such notice, pay to the TOWN the payments required hereunder.
10. In the event the TOWN enters into a Host Community Agreement for an adult-use, retail marijuana establishment with another Delivery Licensee (as defined in the REGULATIONS) located in the Town that contains financial or other terms more favorable to such other Marijuana Establishment than the terms set forth herein, including without limitation, financial terms resulting in payments of a Community Impact Fee or other payments totaling a lower percentage of gross sales for the same or similar type of establishment or does not require the payment of any of the additional costs, payments and reimbursements provided herein, then the TOWN agrees that the Parties shall reopen this HCA and negotiate an amendment resulting in financial benefits to the LICENSEE equivalent or superior to those provided to the other Marijuana Establishment by the TOWN.
11. This HCA may only be modified by the express written consent of both PARTIES. Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be

effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To TOWN: Town Administrator
Plainville Town Hall
190 South Street
Plainville, MA 02762

Copy to:

KP Law, PC
101 Arch Street
12th Floor
Boston, MA 02110

To LICENSEE: Andrew Stoddard, Manager
Shine Delivery, LLC
By e-mail: andrewbstoddard@gmail.com

Copy to:

Each of the PARTIES shall have the right by notice to the other to designate additional persons to whom copies of notices must be sent, and to designate changes in address.

12. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the PARTIES shall instead negotiate in good faith with respect to appropriate modifications of the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, pandemics or general public health emergencies, a general shortage of labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of any governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

13. This HCA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder.
15. LICENSEE shall reimburse the TOWN for reasonable attorney fees incurred by the TOWN in conjunction with the FACILITY including in connection with the negotiation of this HCA and any related matters. Such reimbursement shall be made within fourteen (14) days after written request by the TOWN.
16. The LICENSEE shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, subpoenas and/or proceedings, including resultant costs and reasonable attorney's fees as a result of the gross negligence, fraud or willful or intentional malfeasance of the LICENSEE (collectively, the "Claims"), brought against the TOWN, its agents, departments, officials, employees, and/or successors, by any third party arising from or relating to the FACILITY or the HCA. For the purposes of this Section 16, an act or omission by the LICENSEE will not constitute willful malfeasance solely as a result of LICENSEE'S violation of federal marijuana laws, as long as the LICENSEE is in compliance with applicable cannabis stat laws, including but not limited to the Regulations. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and consultants of the TOWN's choosing incurred in defending or responding to such claims, actions, subpoenas, proceedings or demands. The LICENSEE agrees, within thirty (30) days of written notice by the TOWN, to reimburse the TOWN for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand. To the extent that any of the TOWN'S insurance policies provide coverage for any Claim to which indemnity is being sought hereunder, the TOWN shall be requested to first submit the Claim to its insurance carrier before seeking indemnity from the LICENSEE, and LICENSEE shall only be required to indemnify the TOWN to the extent there is no coverage.
17. The LICENSEE agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this HCA; and to the extent the validity of this HCA is challenged by LICENSEE, LICENSEE shall pay for all reasonable fees and costs incurred by the TOWN in defending such challenge. Furthermore, the LICENSEE shall pay for all reasonable fees and costs incurred by the TOWN in enforcing this HCA if the TOWN prevails.
18. LICENSEE acknowledges that time is of the essence with respect to performance of its obligations hereunder and that late payments shall be subject to interest at the rates prescribed by G.L. c. 59, §57. These payments or benefits shall be made payable to the TOWN at the direction of the Town Administrator.

19. If any term or condition of the HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction or regulatory authority, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both PARTIES would be substantially or materially prejudiced. The PARTIES recognize and agree that any reduction in payments to the TOWN as provided herein would constitute material prejudice to the TOWN.
20. The TOWN shall support the LICENSEE's application as a Marijuana Establishment (as that term is defined in 935 CMR 500.002) with the CCC and shall promptly respond to reasonable requests with respect to licensing or approval activities for LICENSEE to secure a Marijuana Establishment license.
21. This HCA may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single document.

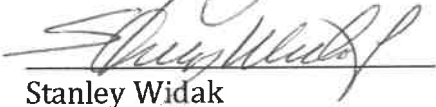
Executed under seal.

TOWN OF PLAINVILLE:

Board of Selectmen



Brian Kelly, Chairman



Stanley Widak



Jeffrey Johnson

Shine Delivery, LLC

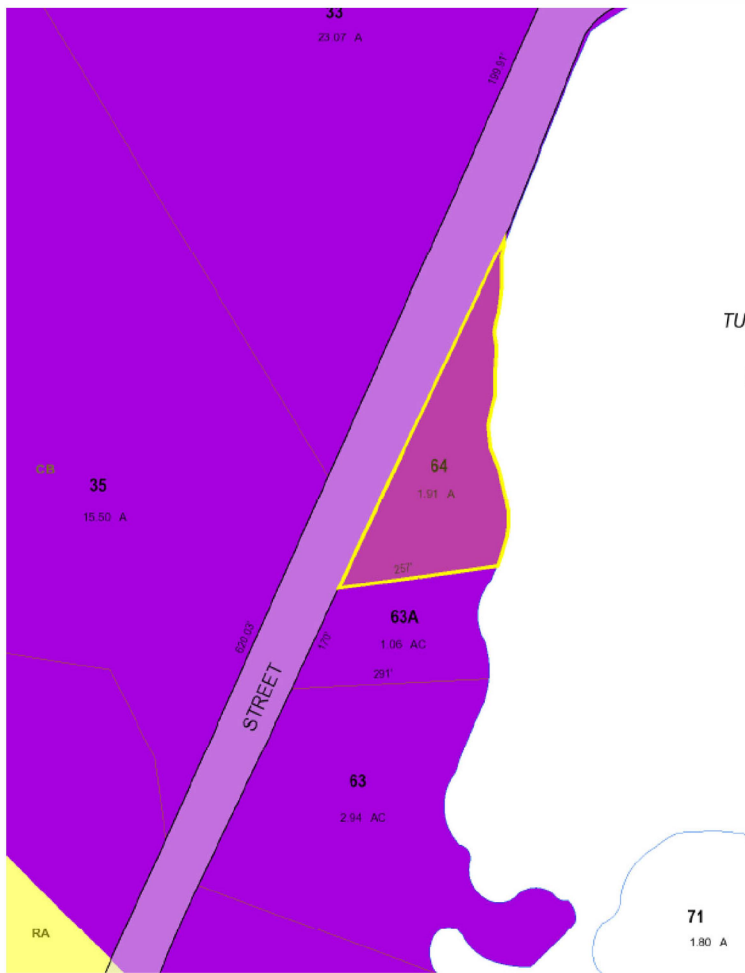


By: Andrew Stoddard, Manager
Duly Authorized

753569

Plan to Remain Compliant with Local Zoning

Shine Delivery LLC will be operating in the same building as Apotho Therapeutics. The site of the establishment for Apotho Therapeutics Plainville, LLC (Apotho) will be located at 119 Washington St, Plainville, MA. The property is located on Map 7, Parcel 64, and is zoned as CB (General Commercial District). Per the Town of Plainville Planning Board, the following permits were already obtained in order to be compliant: Development Permit for Site Plan Review, Special Permit for Earth Removal, Special Permit Groundwater Protection District, Special Permit for Community and Water Resource Protection, Special Permit for Marijuana Establishment, and Plainville General Code Change to a Non-Conforming Use. Prior to operating the business, Apotho obtained all required permits. Apotho operates within the parameters of the CB zone ordinance and has made no changes to the premises or its operation that would violate said ordinance. See zone map below, the zone CB is shown in purple, and the subject property is outlined in yellow.



SUN CHRONICLE
34 SOUTH MAIN STREET
ATTLEBORO MA 02703
USA
(508)236-0365

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 02/19/21 09:06 by kmadd-sc

Acct #: 90777

Ad #: 442421

Status: New CHOLD

MATHEW MEDEIROS

Start: 02/22/2021 Stop: 02/22/2021

Times Ord: 1

Times Run: ***

ALEG 2.00 X 61.00 Words: 507

Total ALEG 122.00

Class: A100 LEGAL

Rate: ALEG

Cost: 280.60

Contact:

Phone: (401)649-1677

Fax#:

Email: matt@apothotherapeutics.com

Agency:

Ad Descrpt: SHINE DELIVERY NOTICE IS

Given by: *

P.O. #:

Created: kmadd 02/19/21 08:58


Last Changed: kmadd 02/19/21 09:06

PUB ZONE EDT TP RUN DATES
SC A 95 S 02/22

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Mathew Medeiros
Name (print or type)


Name (signature)

(CONTINUED ON NEXT PAGE)

SUN CHRONICLE
34 SOUTH MAIN STREET
ATTLEBORO MA 02703
USA
(508)236-0365

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 02/19/21 09:06 by kmadd-sc

Acct #: 90777

Ad #: 442421

Status: New CHOLD CHOI

Shine Delivery Notice is hereby given by Shine Delivery LLC (Shine) that a Community Outreach Meeting for a proposed Marijuana Delivery Licensee is scheduled for March 8th, 2021 at 5:30PM and will be held virtually, and is open to the public. The proposed Marijuana Delivery Licensee is anticipated to be located at 119 Washington Street, Plainville, MA 02762. There will be an opportunity for the public to ask questions. The meeting will cover at a minimum the following topics: a) the proposed location and the type of the Marijuana Establishment with zoning compliance information; b) the building being moved into [and the proposed buildout, if any], and compliance with security requirements as outlined by 835 CMR 500 et seq.)the Massachusetts adult-use marijuana regulations); c) steps taken by Shine to prevent the diversion of marijuana to minors; d) Shine's plan to positively impact the local community; and: d) information demonstrating how Shine Delivery intends to ensure that the location will not constitute a nuisance to the community as defined by the law. In advance of the meeting, you email your questions to mathewmedeiros99@gmail.com and/or andrewbstoddard@gmail.com . Questions not emailed to mathewmedeiros99@gmail.com and/or andrewbstoddard@gmail.com **24 hours before the meeting will not be addressed.**

Instructions for joining the virtual meeting via online are as follows:

1. Open any internet browser (Google,Firefox, Safari)
2. Copy the link <https://us02web.zoom.us/j/83300314762?pwd=d2NhTFZlUWp6a29sMW1ndFpMWFRlQT09>
3. Paste the link <https://us02web.zoom.us/j/83300314762?pwd=d2NhTFZlUWp6a29sMW1ndFpMWFRlQT09> into your search bar
4. Select Join Now. Zoom may ask for a Meeting Passcode, **the Meeting Passcode is 513324**
5. You have now joined the Plainville Community Outreach Meeting. Please keep your camera on and your microphone muted.
6. After the presentation, the presenter(s) will answer additional questions.

Instructions for joining the virtual meeting via phone call are as follows:

1. Please ensure your dial pad is open on your phone and call **646-558-8656**
2. Please enter in the **Meeting ID: 83300314762** and then press pound (#)
3. Then **please enter the Meeting Passcode 513324** and then press pound (#)
4. You have now joined the Plainville Community Outreach Meeting. Please keep your microphone muted until the end of the presentations and also save your questions for the end of the presentation.
5. After the presentation, the presenter(s) will answer additional questions.

A copy of this notice is filed with the town or city clerk, the planning board, the contracting authority for the municipality, and the local licensing authority for adult use of Cannabis, if applicable. A copy of this notice was mailed at least seven calendar days prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, the owners of the land directly opposite on any public or private street way and the abutters to the abutters within three hundred feet of the property line of the petitioner as they appear in the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. Thank You, Mathew Medeiros & Andrew Stoddard Co-CEOs of Shine Delivery LLC. February 22nd. 02/22/2021

TOWN CLERK
PLAINVILLE

2021 FEB 22 AM 9:30

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Plainville, MA 02762

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here
 MAR - 1 2021
 0762 81
 USPS
 03/01/2021

Sent To
 Street and Apt
 City, State, Zi
 PS Form 38 for Instructions

Arscott Investments Inc
 116 Washington Street
 Plainville, MA 02762

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Needham, MA 02492

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here
 MAR - 1 2021
 0762 81
 USPS
 03/01/2021

Sent To
 Street and Apt
 City, State, Zi
 PS Form 38 for Instructions

Plainville Brothers LLC
 C/O Robert G. Parks, Esq
 17 Blacksmith Dr
 Needham, MA 02492

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Plainville, MA 02762

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here
 MAR - 1 2021
 0762 81
 USPS
 03/01/2021

Sent To
 Street and Apt
 City, State, Zi
 PS Form 38 for Instructions

Plainville Town of
 190 South St
 Plainville, MA 02762

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sharon, MA 02067

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here
 MAR - 1 2021
 0762 81
 USPS
 03/01/2021

Sent To
 Street and Apt
 City, State, Zi
 PS Form 38 for Instructions

111 Washington St Assoc LLC
 196 Pond St
 Sharon, MA 02067

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Plainville, MA 02762

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

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 0762 81
 USPS
 03/01/2021

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 City, State, Zi
 PS Form 38 for Instructions

RTY LLC
 703 Lindsey St
 Attleboro, MA 02703

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Plainville, MA 02762

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

Return Receipt (hardcopy) \$2.85

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

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Postmark Here
 MAR - 1 2021
 0762 81
 USPS
 03/01/2021

Sent To
 Street and Apt
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 PS Form 38 for Instructions

A.E. Plainville Property Trust
 1 Shepard St
 Plainville, MA 02762

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4. Select Join Now, *Zoom may ask for a Meeting Passcode, the Meeting Passcode is **513324***
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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:

Shine Delivery LLC

2. Name of applicant's authorized representative:

Andrew Stoddard

3. Signature of applicant's authorized representative:

Andrew Stoddard

4. Name of municipality:

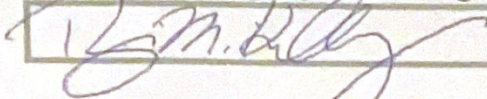
Plainville

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

Selectman *Brian M. Kelly*



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).*):

bkelly@Plainville.MA.US

8. Host community agreement execution date:

3/5/21

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
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:

2/19/21

b. Name of publication:

The Sun Chronicle

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:

02/22/21

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:

3/01/21

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:

Shine Delivery LLC

Name of applicant's authorized representative:

Andrew Stoddard

Signature of applicant's authorized representative:

Andrew Stoddard

Community Outreach Attendees:

13 Total Attendees

Mathew Medeiros
Andrew Stoddard
Jennifer Thompson
ABC 6 News
Brian Kelly
J Alfred
James Floyd
Joanne Sawyer
Plainville Town Hall
Chris Desprez
Maggie Johnson
Beth Goldstein
Jeff (Last Name Unlisted)

Please view the Recording of the COM / Host Agreement Emailed to licensing@cccmass.com for Documentation. Confirmed received April 26th, 12:42pm by licensing@cccmass.com emailed by mathewmedeiros99@gmail.com

I Andrew Stoddard, as Manager of Shine Delivery LLC authorize the authenticity of this document.

-Andrew Stoddard

Hi There, I was not able to submit this on my application through the portal and this file was too large to send via zip folder. Alternatively, here is a link t



CCC Licensing

to me, CCC ▾

Hello Mathew,

Thank you – we have forwarded this to the License Specialist responsible for reviewing your application and will have them include this as part of their supplemental review.

Best,



Derek – Licensing Analyst
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Licensing@CCCMAss.com

www.MassCannabisControl.com



Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66A §10 and G.L. c.47 § 2B. In other words, generally consider email correspondence with me to be public.

Positive Impact Plan

This Positive Impact Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiative(s) Shine plans to engage in, in order to positively impact areas of disproportionate impact as defined by the Commission. As a company, Shine will identify charity and community initiatives to benefit areas of disproportionate impact. Shine firmly believes that to achieve community relations’ success, leadership must help drive these initiatives.

In carrying out its Positive Impact Plan, Shine will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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

Programs

The goal of Shine’s Positive Impact Plan is to assist in reducing barriers to entry into the cannabis industry to individuals located in areas of disproportionate impact. Specifically, Shine will strive to prioritize the hiring of individuals from the below designated Areas of Disproportionate Impact and develop the workforce of Areas of Disproportionate Impact. Furthermore, Shine will use its resources and business assets to provide community services, skill development and education opportunities in green energy. Shine plans to use its resources and staff to positively impact areas that are disproportionately impacted by cleaning up municipal areas and working with local municipal charities to help the municipal area practice more sustainable methods to make the area less polluted. Shine does not intend to donate time, goods, services or monies to any organization that potentially would be willing to accept donations.

To meet these goals, Shine will develop specific programs to effectuate its stated goals to positively affect areas of disproportionate impact. The below details actions, activities, and processes that will be utilized to achieve the outlined goals that Shine plans to implement:

1. Education Sessions

Shine will organize and host **two community cleanup events annually, once every 6 months** in Spencer, Brockton, or Mansfield which will take place during business hours. These events will educate members of the public on problems facing sustainability and littering as well as the science behind sustainable practices and its effects on health, safety risks and benefits

from conducting these practices. Shine will specifically advertise its events in Brockton's local newspaper, The Enterprise, and Spencer's local newspaper, The Spencer New Leader. These advertisements will run one month prior to the educational events. Totalling in 2 advertisements every year (Bi-annually Advertisements).

2. Employment Generation

- Shine will hire 10% of employee base from residents who are presently residing or previously resided in the areas of the Mansfield, Brockton, or an area of disproportionate impact.

- Shine will post advertisements for open positions on online staffing resources such as Glassdoor indicating residents of Mansfield, Brockton. Exc... are preferred, as well as utilize local newspapers in Brockton and Mansfield such as the Mansfield Wicked Local and the Enterprise, stating the establishment is specifically looking for the Massachusetts residents from Mansfield and Brockton. Shine Delivery Intends to post job advertisements once every 6 months, in these above mentioned newspapers.

3. Funding charitable efforts

- Shine will require the company and its employees to give back to the community through volunteering and community service opportunities for sustainable projects and cleanups in Spencer and Brockton. 25% of Shine's employees will volunteer to clean up Recreational areas such as D.W Park in Brockton and/or Howe Park in Spencer for a total period of up to 8 hours between 9:00am - 5:00pm every 6 months (biannually).

- Shine will assist in sustainable development of Areas of Disproportionate Impact by assisting in the formation and implementation of education sessions and events fostering sustainable practices and other skills. Shine will use the knowledge of its employees, drawing from all departments in these sessions.

Measurements

Shine will use the following methods in which the goals and programs will be tracked and measured for success using the timeline as stated below. At minimum, Shine will document the progress and success of its programs upon the annual renewal of its provisional licensure. Much of the measurements will be a function of a CEO and Manager, who will have the resources and abilities to track the success of the Plan. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license.

1. Education

- In tracking efforts to ensure that members of Brockton and Mansfield attend the sustainable practice and clean up events and educational sessions, Shine will make an accounting of where each attendee resides as designated in his/her sign-up form.

- Shine will keep track of the number of sustainable practice and educational events held throughout the year and the number of attendees and the locations in which each attendee resides. Shine Delivery will advertise these educational events one month prior the educational event. Totaling in 2 advertisements every year (Bi-annually Advertisements or in other words, as previously stated, one advertisement before each bi-annual educational event).

Additionally, Shine will track the amount of resources spent on the sustainable practice and education events through actual events put on, and any financial support, tracked through accounting processes.

2. Employment

- In tracking efforts to employ individuals from Areas of Disproportionate Impact, the CEO and Manager will record individuals' home address at the time of employment keep track of the number of employees deriving from Mansfield and Brockton to ensure that it is hiring 10% of employees from those areas of disproportionate impact. All employment applications will include a certification from the applicant indicating whether they currently reside or have previously resided in the Brockton/ Mansfield. These applications will be collected and maintained by the CEO and Manager. The CEO and Manager will then meet with the executive team on a quarterly basis to on track of review the number of employees deriving from these areas of disproportionate impact versus the total number of employees and ensure that the compliance of the 10% goal mentioned above is being maintained.

- In the event the executive team finds that this goal is not being met, the CEO and Manager will develop a plan of how Shine can get back on track to meet this goal, such as by presenting an evaluation of the current employment needs of Shine and requiring that the next hired employee(s) meet the requisite residency requirements in order to fulfill the 10% benchmark. Shine Delivery Intends to post job advertisements once every 6 months, mentioned previously in the Employment Generation Section, Bullet 2.



Corporations Division

Business Entity Summary

ID Number: 001473285

[Request certificate](#)

[New search](#)

Summary for: SHINE DELIVERY LLC

The exact name of the Domestic Limited Liability Company (LLC): SHINE DELIVERY LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001473285		
Date of Organization in Massachusetts: 12-02-2020		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: 184 MAIN STREET		
City or town, State, Zip code, Country: SPENCER, MA 01562 USA		
The name and address of the Resident Agent:		
Name: ANDREW STODDARD		
Address: 33 WILLIAM CASEY ROAD		
City or town, State, Zip code, Country: SPENCER, MA 01562 USA		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	ANDREW BRADY STODDARD	184 MAIN STREET SPENCER, MA 01562 USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	ANDREW BRADY STODDARD	184 MAIN STREET SPENCER, MA 01562 USA
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	Address
REAL PROPERTY	ANDREW BRADY STODDARD	184 MAIN STREET SPENCER, MA 01562 USA
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
View filings for this business entity:		
Certificate of Merger - Unregistered Foreign Certificate of Organization Certificate of Resignation of Resident Agent Reinstatement Following Administrative Dissolution Restated Certificate of Organization		
View filings		
Comments or notes associated with this business entity:		

[New search](#)

OPERATING AGREEMENT

OF

SHINE DELIVERY LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

APRIL 14, 2021

THE UNITS REPRESENTED BY OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. ANY TRANSFER OF SUCH UNITS IS SUBJECT TO COMPLIANCE WITH, OR THE AVAILABILITY OF EXEMPTIONS FROM COMPLIANCE WITH, THE REGISTRATION AND QUALIFICATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT ARE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SET FORTH IN THIS OPERATING AGREEMENT.

OPERATING AGREEMENT¹

OF

SHINE DELIVERY LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Operating Agreement (as the same may be amended from time to time, the “**Agreement**”) of Shine Delivery LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of April 14, 2021 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**.”

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing the Certificate of Organization with the office of the Secretary of State of Massachusetts on December 2, 2020; and

WHEREAS, the Company and the parties signatory hereto desire to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

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

ARTICLE 1

DEFINITIONS

Section 1.1 Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, its Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with this Agreement.

¹ NTD: Please confirm there was no initial Operating Agreement or initial resolutions signed in connection with Shine’s formation.

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

Act has the meaning set forth in the Recitals.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Apotho Plainville means Apotho Therapeutics Plainville, LLC, a Massachusetts limited liability company.

Authorized Capital means the Units authorized for issuance by the Board pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Background Party has the meaning ascribed to it in Section 3.9(b).

Board means the Board of Managers of the Company responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement.

Capital Account means the capital account established for each Member and maintained pursuant to the terms of this Agreement in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2).

Capital Contribution means, as to each Member, the amount of new capital or other valuable consideration specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any of the following events other than in the ordinary course of business: (i) a merger or consolidation of the Company with or into another Person (excluding any of the foregoing effected solely to reorganize the structure of the Company); (ii) a reorganization, business combination, or sale of Units by the Company, after the consummation of which, the Members of the Company immediately prior to such transaction own, in the aggregate, less than fifty percent (50%) of the Company's equity voting power after the transaction; (iii) the sale, lease, or other disposition by the Company of all, substantially all, or a material portion of its assets to another Person, in a single transaction or series of related transactions, which is not consummated in connection with a Liquidation Event; or (iv) a Qualified IPO.

CCC means the Commonwealth's Cannabis Control Commission

Certificate means the certificate of organization of the Company filed with the Massachusetts Secretary of State, as it may be amended.

Class or **Classes of Units** means, as applicable, the Class A and B Units or such other newly created class of Units authorized and/or issued after the Effective Date.

Class A Manager has the meaning set forth in Section 4.2.

Class A Member(s) means the holder or holders of issued and outstanding Class A Units and a Social Equity Participant.

Class A Unit(s) means the voting Class A Units of the Company.

Class B Manager has the meaning set forth in Section 4.2.

Class B Member(s) means the holder or holders of issued and outstanding Class B Units.

Class B Unit(s) means the voting Class B Units of the Company.

Code means the Internal Revenue Code of 1986, as amended.

Commonwealth means the Commonwealth of Massachusetts.

Company has the meaning ascribed to it in the preamble of this Agreement.

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

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement including, without limitation, any Tax Distributions made to, or earmarked to be made to, the Members under this Agreement.

Effective Date means the date of this Agreement.

For Cause means if a Manager or officer of the Company, as the case may be, (a) is found in a final, non-appealable, judicial or non-judicial proceeding, to have committed fraud, gross negligence, or willful misconduct in connection with his, her, or its duties related to the operation of the Company or (b) is convicted in a final, non-appealable, judicial or non-judicial proceeding, of a felony; provided that any conduct, act, or omission of a Manager or officer of the Company, related to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of U.S. federal law, shall not constitute gross negligence or willful misconduct under the immediately preceding clause (a), solely by reason of being a violation of U.S. federal law; so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state and local laws.

Initial Capital Contribution means the Capital Contribution of each Member, as set forth in Exhibit A.

Insider(s) has the meaning ascribed to it in Section 4.14(a).

Insider Contracts has the meaning ascribed to it in Section 2.7(a).

IPO Securities means securities issued pursuant to a Qualified IPO or some other initial public offering of securities of the Company or a successor thereto or parent company thereof pursuant to a registration or offering statement filed under the Securities Act.

Liquidation Event has the meaning ascribed to it in Section 13.4.

Managers has the meaning ascribed to it in Section 4.2.

Members means any of the Persons admitted as members of the Company pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in the Act.

Membership Interest means a limited liability company "membership interest", as defined in the Act

Net Profits means with respect to any particular Member for any particular period, the Profits of the Company allocated to the Member with respect to such period, less all available Losses allocated to such Member by the Company of like character (ordinary, long term capital or short term capital as the case may be) for such period and any prior period. For purpose of this determination, Losses of the Company shall be deemed to be available unless such Losses have previously been utilized in the calculation of Net Profit.

Offering Members has the meaning ascribed to it in Section 7.6.

Opportunities has the meaning ascribed to it in Section 3.9(d).

Partnership Representative means the Person designated in this Agreement as the Partnership Representative hereunder, consistent with Code Section 6223.

Permitted Transfer has the meaning ascribed to it in Section 7.3(a).

Person means any natural person, limited liability company, corporation, partnership, trust, or other legal entity of whatever nature, whether organized for profit or not for profit.

Person or Entity Having Direct or Indirect Control shall mean collectively, "Persons or Entities Having Direct Control" and/or "Persons or Entities Having Indirect Control," each as defined in 935 CMR 500.002, or any equivalent definition in any other state in which the Company possesses or is pursuing cannabis licensure.

Pro Rata Portion has the meaning ascribed to it in Sections 7.4(b) and 7.5(b).

Profits or Losses means 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 applicable provisions of the Code and Treasury Regulations.

Public Exchange means the OTCQB, the OTCQX, the OTC Pink Markets, the New York Stock Exchange, the New York Stock Exchange American, an exchange owned by Nasdaq Inc., the Toronto Stock Exchange, the Canadian Securities Exchange, the London Stock Exchange, or any other comparable established public securities exchange or over-the-counter trading system (or any successor to any of the foregoing).

Qualified IPO shall mean an event, transaction, or series of related events and/or transactions, resulting in the public listing of the Company, the Company's assets, any membership or other equity interest in the Company, the Company's Units, or any other securities of the Company, including (a) the consummation of a sale of IPO Securities, upon a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective registration of offering statement under the Securities Act, following which the IPO Securities shall have been sold to the public and shall be quoted or listed, as applicable, on a Public Exchange; (b) the direct listing of securities of the Company on a Public Exchange; (c) a reverse merger or reverse takeover of the Company by a Person that is listed on a Public Exchange; (d) the acquisition of the Company, resulting in the exchange of Units or other membership interests of the Company for the securities of a publicly traded company; or (e) some other similar event, transaction, series of events and/or transactions, or public listing of the Company's assets, the Company, any membership interest in the Company, the Company's Units, or any other securities of the Company.

Regulatory Allocations has the meaning ascribed to it in Section 10.4(e).

Relative means any parent, spouse, brother, sister, child, grandchild or relationship by marriage to or of any Member, or a member thereof, who is a natural person, as the case may be.

ROFO Acceptance has the meaning ascribed to it in Section 7.4(a).

ROFO Purchasing Member has the meaning ascribed to it in Section 7.4(a).

ROFO Sale Notice has the meaning ascribed to it in Section 7.4(a).

ROFO Sale Terms has the meaning ascribed to it in Section 7.4(a).

ROFO Selling Member has the meaning ascribed to it in Section 7.4(a).

ROFO Third-Party Purchaser has the meaning ascribed to it in Section 7.4(c).

ROFR Acceptance has the meaning ascribed to it in Section 7.5(a).

ROFR Purchasing Member has the meaning ascribed to it in Section 7.5(a).

ROFR Sale Notice has the meaning ascribed to it in Section 7.5(a).

ROFR Sale Terms has the meaning ascribed to it in Section 7.5(a).

ROFR Selling Member has the meaning ascribed to it in Section 7.5(a).

ROFR Third-Party Purchaser has the meaning ascribed to it in Section 7.5(a).

Securities Act means the Securities Act of 1933, as amended.

Social Equity Participant has the meaning ascribed to it in 935 CMR 500.002.

Subsidiary(ies) means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) 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 thereof is at the time owned or controlled by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership or other similar ownership interest thereof is at the time owned or controlled by any Person or one or more Subsidiaries of that Person or a combination thereof.

Tag Along Members has the meaning ascribed to it in Section 7.6.

Tax Advance has the meaning ascribed to it in Section 10.2(f).

Tax Distributions means those distributions, if any, made to, or earmarked to be made to, the Members under this Agreement for the payment of any and all taxes due by such Members in connection with the Company, such Tax Distributions which shall be declared and paid at the maximum marginal tax rates for both federal, state, and/or local taxes, for each respective tax year. Additionally, in the event the Company is required to file a composite tax return on behalf of non-resident Members, and Commonwealth estimated payments are paid by the Company for any non-resident Members, such estimated payments, and any remaining balances paid by the Company for such tax year, shall be considered Tax Distributions for the purpose of this Agreement. The maximum marginal tax rates shall be adjusted up or down from time to time by the Board, with written notice to the Members, in the event the highest federal, state or local tax rate applicable to any Member changes from time to time. Notwithstanding the foregoing or anything herein to the contrary, a Tax Distribution shall only be made to any such Member upon (i) the authorization of the Board in its sole and absolute discretion, and (ii) such time that taxable income has been allocated to such Member in excess of cumulative Losses which have been allocated in the past to such Member.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means the Membership Interests of the Company, which are denominated as units of authorized capital of the Company, from time to time outstanding that, as of the Effective Date, consist of Class A and Class B Units.

Section 1.2 Interpretation

For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive, and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein (i) to Articles, Sections, and Exhibits mean the Articles and Sections of and Exhibits attached to this Agreement, (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, restated, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (iii) to a statute or applicable law means such statute or applicable law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE 2

GENERAL

Section 2.1 Preliminary Statement

The Company was formed by the filing of the Certificate with the Secretary of State of the Commonwealth of Massachusetts on December 2, 2020. The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Operating Agreement of the Company, as contemplated by the Act. To the extent that the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Board shall from time to time take all actions which it may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Board deems qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement.

Section 2.2 Name

The name of the Company shall be Shine Delivery LLC or such other name or names as may be designated by the Board; *provided that* the official name of the Company as registered with the Massachusetts Secretary of State shall always contain the words "limited liability company" or the abbreviation "LLC." The Board shall give prompt notice to the other Members of any change to the name of the Company. The Company may conduct business under any assumed or fictitious name required by applicable law or otherwise deemed desirable by the Board.

Section 2.3 Office

As of the date hereof, the principal office of the Company is located at 119 Washington Street, Plainville, Ma 02762, and its agent for services of process in the Commonwealth of Massachusetts is Andrew Stoddard at 184 Main Street Spencer, Ma 01562. The Board may, in its discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Board from time to time shall determine.

Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company

The Company's business is to acquire the requisite licensing in the Commonwealth of Massachusetts to operate and own the maximum amount of registered and licensed cannabis facilities and operations, including without limitation delivery service of cannabis, as permissible under applicable state law, as well as engage in all ancillary activities directly or indirectly related to such purpose and engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority

(a) Subject to the provisions of this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company (collectively, the "**Insider Contracts**") necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.14;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge

and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(b) Subject to the provisions of this Agreement and the approval of the Board, (i) the Company may enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Board may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company.

Section 2.8 No State Law Partnership

The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each

Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE 3

MEMBERS

Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Massachusetts, as shall be designated by the Board, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.2 Notice of Member Meetings

Meetings of the Members may be held without call or notice at such places and at such times as the Board may from time to time determine, *provided, however*, if the vote of the Class B Members is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

Section 3.3 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.4 Quorum

With respect to any meeting of Members, unless otherwise required by the Act, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require a vote of the Members and, if applicable, in accordance with this Agreement or the Act. Only those Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

Section 3.5 Telephonic Meetings

One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, the holders of Class A and Class B Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Class A Member and Class B Member shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or vote with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

Section 3.7 Members

(a) List of Members; Admission. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, and Class and number of Units of the Members are set forth on Exhibit A attached hereto, as such exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement.

(b) Loans by Members. No Member shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders.

Section 3.8 No Liability of Members

Except (a) for conduct or action taken by a Member in its capacity as a Member, by acting or voting on behalf of the Company (the "**Member Conduct**") that a court of competent jurisdiction deems, by a final and non-appealable decision, to constitute fraud, willful misconduct, or gross negligence, (b) as otherwise required by applicable law with respect to such Member Conduct, or (c) as expressly set forth in this Agreement with respect to such Member Conduct, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments, or other obligations of the Company, for any losses of the Company, to restore any deficit balance in such Member's Capital Account, or otherwise. For the avoidance of doubt, no conduct, act, or omission of a Member, relating to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana)

industry or otherwise resulting therefrom that may be a violation of U.S. federal law, shall constitute gross negligence or willful misconduct under clause (a) of the immediately preceding sentence, solely by reason of being a violation of U.S. federal law; so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state and local laws. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities

(a) Except as otherwise provided in Sections 3.9 (b)-(f) below, the Members and their Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others; *provided that* such business or investment venture is not directly competing with the business of the Company or its Subsidiaries other than as provided in Section 3.9(c) below. Except as set forth in Sections 3.9 (b)-(f) or otherwise provided herein, neither the Company, its Subsidiaries, nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

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

(c) So long as each Member remains a Member of the Company hereunder, each such Member and its Affiliates or related entities shall not invest in any delivery service CRB Person that is competitive with the Company or any of its Subsidiaries in Massachusetts, except that any Member may invest in a multi-state delivery service CRB Person with operations in Massachusetts that is directly competitive with the Company or any of its Subsidiaries; provided that such Member does not have a beneficial ownership or other financial interest in such delivery service CRB Person that exceeds 9.99% (or such lesser amount as required by the applicable regulatory requirements), nor shall such Member or any Background Party become a Person or Entity Having Direct or Indirect Control with respect to any other delivery service CRB Person in Massachusetts.

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

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

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

Section 3.10 Qualifications of Members

Each Member, to the extent required by applicable law, shall be an “Accredited Investor,” as defined in Regulation D promulgated under the Securities Act. Each Member shall be required to comply with and be in compliance with the regulations and rules promulgated, from time to time, by the CCC, and agrees to either cure any breach of those regulations and rules, or sell their Units, if notified by the Company of any non-compliance with current regulations or rules of the CCC.

Section 3.11 No Interest in Company Property.

No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 3.13 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Members of the Company.

ARTICLE 4

MANAGEMENT OF THE COMPANY; BOARD

Section 4.1 Board of Managers

(a) The full and entire management of the business and affairs of the Company shall be vested in the Board that shall have and may exercise all of the powers that may be exercised or performed by the Company in accordance with the terms of this Operating Agreement. Unless the approval of the Members is required by this Operating Agreement or by non-waivable provisions of applicable law, the Board shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof.

(b) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.7.

(c) The Board may, from time to time, delegate to one or more persons (including any Member or any officer or employee of the Company) such authority and responsibility as the Board may deem advisable including, but not limited to, the creation of an advisory board to assist and counsel the Board on decisions impacting the Company. Any delegation pursuant to this subsection (c) may be revoked at any time, for any reason, by the Board.

Section 4.2 Election of Manager; Terms; Voting

The Board shall consist of not less than one (1) nor more than five (5) voting members (each member thereof, individually, a "**Manager**" and together, collectively, the "**Managers**"), and initially shall consist of two (2) members, one of which shall consist of an appointee by the Class A Member (the "**Class A Manager**") and one of which shall consist of an appointee by the Class B Member (the "**Class B Manager**"). The initial Class A Manager shall be Andrew Stoddard and the initial Class B Manager shall be Mathew Medeiros (each an "**Initial Manager**" and together, collectively, the "**Initial Managers**"). The Class A Member may elect, remove, designate, fill vacancies on the Board of Managers with respect to the Class A Managers only, and appoint the Class A Manager, from time to time, as the Class A Member shall deem advisable and in the best interest of the Company. The Class B Member may elect, remove, designate, fill vacancies on the Board of Managers with respect to the Class B Manager only, and appoint the Class B Manager, from time to time, as Class B Manager shall deem advisable and in the best interest of the Company. Additional members of the Board (each a "**Subsequent Manager**") may be elected from time to time in the manner as determined by the unanimous consent of the Class A Member and the Class B Member. Any reference to the "Managers" in this Agreement shall mean the Manager or Managers then serving pursuant hereto. Each Manager shall be (a) at least 21 years of age, (b) be registered as a "Marijuana Establishment Agent" (as defined in 935 CMR 500.002), and (c) shall not be a Person or Entity Having Direct or Indirect Control with respect to any other CRB in Massachusetts or a person or entity with similar ownership or control restrictions in another state in which the Company and/or any of its Subsidiaries or Affiliates are pursuing licensure. Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company. The Initial Managers shall hold their positions for lifetime terms, or until each such Initial Manager's earlier resignation, death or removal pursuant to the terms of this Agreement. In the event the Class A Manager is a Person other than Andrew Stoddard, such Class

A Manager shall be subject to the approval of the holders of a majority of the Class B Units, such approval which shall not be unreasonably withheld, delayed or conditioned.

Section 4.3 Resignation or Removal of a Manager

Subject to the terms of any separate written agreement between the Company and a Manager, a Manager may resign at any time by giving written notice to the Company. The resignation of a Manager who is also a Member shall not affect his, her or its right as a Member. A Manager's resignation permitted hereunder shall be effective upon receipt unless such notice specifies a different date, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any vacancy on the Board of Managers from said resignation shall be filled pursuant to Section 4.2 above. With or without a meeting, at any time, a Class A Manager appointed by the Class A Member may be removed For Cause or without cause by the affirmative vote or written consent of a majority vote of the Class A Units, which may then vote on a replacement Class A Manager, to be elected by the majority vote of the Class A Units. With or without a meeting, at any time, a Class B Manager appointed by the Class B Member may only be removed by the affirmative vote or written consent of a majority of the Class B Units, which may then vote on a replacement Class B Manager, to be elected by the Class B Member. For the purpose of this Agreement, "**For Cause**" shall mean if a Manager or officer is found in a judicial or non-judicial proceeding to have committed fraud, gross negligence or willful misconduct in connection with his or her duties related to the operation of the Company. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws.

Section 4.4 Compensation of a Manager; Expenses

The Managers shall not receive compensation for their services on the Board, except as otherwise approved by consent of the Class B Member. To the extent the Board appoints any Manager to be an officer of the Company, nothing in this Agreement shall prevent such Person from receiving a salary or other compensation from the Company for, and in consideration of, that Person's role and capacity as an officer of the Company.

Section 4.5 Regular Meetings

The Board shall hold such regular meetings at such times and places as it may determine.

Section 4.6 Special Meetings

The Board shall have the right to hold such special meetings at such times and places as it may determine, to be designated in the notice of such meeting.

Section 4.8 Member Approval

No Member, unless such Member is a Manager or the Chief Executive Officer, shall have any power or authority to manage the business or affairs of the Company.

Section 4.9 Other Activities

Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom. Except as provided herein, the Board may engage in, possess interest in, own, operate or manage other businesses of every kind and description for their own account or jointly with others; provided that such business is not directly competing with the business of the Company or its Affiliates.

Section 4.10 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Board who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Board of the Company.

Section 4.11 Telephonic Meetings

The Managers may participate in any meeting of the Board by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 4.12 Quorum; Requisite Vote

Except as is otherwise specifically provided for herein, the Board in office shall be necessary to constitute a quorum for the transaction of business and the acts of the Board present at a meeting at which a quorum is present shall be the acts of the Board.

Section 4.13 Expenses

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

Section 4.14 Interested Manager, Member or Officer Contracts

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

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

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

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

Members so interested may be counted when present at meetings of the Members for the purpose of determining the existence of a quorum.

Notwithstanding as otherwise provided in this Section 4.14, in the event the Company, through the sole discretion of the Board, determines to seek a Marijuana Courier License (as defined in 935 CMR 500.002), the Company shall be permitted to enter into an exclusive courier-service delivery agreement, by and between the Company and Apotho Plainville, an Affiliate of the Class B Manager and the Class B Member, whereby the Company will provide certain exclusive delivery services for Apotho Plainville.

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

Section 4.15 Scope of Authority of the Board

Unless otherwise required by the Act or the express provisions of this Agreement, and subject to Section 4.18 of this Agreement, the Board shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in Sections 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

(i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;

(ii) effect a Capital Transaction of the Company or authorize a Liquidation Event of the Company;

(iii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;

(iv) the acquisition of any material asset or material property by the Company in an amount greater than that provided in any budget or annual operating plan, as applicable;

(v) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;

(vi) maintain one or more offices within or without the Commonwealth and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;

(vii) obtain any and all types of insurance;

(viii) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;

(ix) the request for additional Capital Contributions from existing Members;

(x) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;

(xi) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;

(xii) the settlement, compromise, submission to arbitration or any other form of dispute resolution, or abandonment of any claim, cause of action, liability, debt or damages, due or owing to or from the Company, the enforcement or defense of suits, legal proceedings, administrative proceedings, arbitration or other forms of dispute resolutions, and the incurring of legal expenses, where the amount involved is reasonably expected to exceed fifty thousand dollars (\$50,000);

(xiii) the issuance of new Units to an existing Member or other Person, voting rights, rights to distributions, warrants, options, securities convertible into Interests or other rights to acquire Interests in the Company, and the admission of any Person as a Member in the Company;

(xiv) the formation of any subsidiary and the ownership structure of any subsidiary of the Company, and the terms and provisions of the organizational documents and governing agreements of such entity;

(xv) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(xvi) enter into any agreement that requires consideration for goods or services payable by or to the Company;

(xvii) the investment of any Company funds;

(xviii) upon the liquidation of the Company, the appointment of one or more Persons to act as the liquidator of the Company;

(xix) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites;

(xx) design the logo and web site design;

(xxi) prepare and update financial reports and forecasts;

- (xxii) provide regular updates on progress to the Members;
 - (xxiii) obtain all required licenses needed to conduct the purposes of the Company;
- and
- (xxiv) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is a Manager, shall have any power or authority to manage the business or affairs of the Company.

Section 4.17 Coordination With the Act

It is the intent of the parties that, for all purposes, the term Board of Managers shall be deemed to be synonymous with the term Board of Managers as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term member or members as used in the Act.

Section 4.18 Actions Requiring Vote of the Class A Member and Class B Member

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Board shall not take, approve, or permit the Company (or any of its Subsidiaries) to authorize or engage in any of the following actions without first obtaining the unanimous affirmative vote or written consent of the Class A Member and the Class B Member voting together as a single class:

- (a) Approve or effect a Liquidation Event;
- (b) Approve or effect a Dissolution Event;
- (c) Approve or effect a Capital Transaction;
- (d) Approve a Qualified IPO;
- (e) Approve or effect a change to the number of members on the Board or change any Class A Member's or Class B Member's rights with respect thereto set forth in Section 4.2.
- (f) Approve the underwriters in a Qualified IPO; or
- (g) Change any special approval rights set forth in this Section 4.18.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Board may appoint a President, a Treasurer and a Secretary, and may appoint such other officers and agents as the Board may deem appropriate in its discretion. Any such officers

shall have the authority of the Board to act on behalf of and to bind the Company to the full extent of the Board's delegation of authority to such officers.

Section 5.2 Qualifications

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

Section 5.3 Term of Office

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

Section 5.4 Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Board may appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Board to act on behalf of and to bind the Company to the full extent of the Board's delegation of authority to such officers.

Section 5.5 President

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

Section 5.6 Treasurer

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

Section 5.8 Secretary

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

Section 5.9 Initial Officers.

The Board shall be deemed to have appointed as initial officers of the Company Andrew Stoddard to the position of Co-Chief Executive Officer and President, Phillip Stoddard to the position of Secretary, and Mathew Medeiros to the position of Co-Chief Executive Officer and Treasurer.

Section 5.10 Other Activities

Except as otherwise provided herein, the officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; *provided that* (a) such business or investment venture does not directly compete with the business of the Company or its Affiliates and (b) such officers provide the Company with such time and effort as is required to fulfill all of his or her duties. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.11 Salaries of Officers

The Compensation Committee shall determine and set salaries and other compensation for the Company's officers. Officers of the Company may be entitled to a salary and other compensation regardless if he or she is a member of the Board.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1 Checks, Etc.

The Board, or with its approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2 Other Documents.

Unless otherwise authorized in writing by the Board, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Board of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or the Board or by one (1) or more other Persons designated in writing by the Board.

ARTICLE 7

UNIT CERTIFICATES AND TRANSFERS

Section 7.1 Unit Certificates

Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be evidenced by a certificate in such form as the Board may from time to time determine. Every certificate issued by the Company shall be signed by the President and the Secretary of the Company. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Board may deem to be appropriate.

Section 7.2 Loss or Destruction of Unit Certificates

In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board or its designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Board. Any such new certificate shall be plainly marked "Duplicate" upon its face.

Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member (or an Affiliate) may Transfer any portion of any Units to any other Person without the prior consent of the Board, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including, without limitation, the provisions of Sections 7.4 and 7.5, any Member (other than a Profits Interest Member) may Transfer all or a portion of its Units (the following, each, a "**Permitted Transfer**"): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any shareholder, partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Board; *provided that* any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; *provided, however, that* with respect to (w), (x), and (y) above, such Transfer under this Section 7.3 may be affected without, in each case, the necessity of obtaining the prior consent of the Board, but subject to delivering prior written notice to the Board; *provided, further, that* any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Board, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Board, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Board) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Board shall request;

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Board and shall be substantially to the effect (unless specified otherwise by the Board) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; (c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers; and/or (d) will not cause the Company to lose, or pose a potential risk to the Company of losing, any licenses, permits or approvals held by or in the process of being held by the Company; and

(iv) the transferee must be and, to the extent required by applicable law, shall be an “Accredited Investor,” as defined in Regulation D promulgated under the Securities Act and must have completed an accredited investor questionnaire in a form satisfactory to the Board in its sole discretion indicating such transferee’s status as an accredited investor; and

(v) the Transfer shall not provide the transferee any voting rights pertaining to such transferred Units, unless the transferee is an existing Member.

Notwithstanding the foregoing, a Class A Member’s Transfer of any or all of his Units shall not be considered a “Permitted Transfer” under this Section 7.3 in the event such Transfer would cause the Company to lose its status as a Social Equity Participant and/or render the Company ineligible to continue to participate in the Social Equity Program (as those terms are defined in 935 CMR 500.002).

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event,

such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Board may, in its sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Board and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. No Person shall be admitted as a Member if (i) such admission will cause the Company to be classified as other than a partnership for Federal income tax purposes; (ii) such admission will constitute a violation of any applicable registration provisions of the Securities Act or any other applicable state or Federal securities laws; (iii) if such admission will cause the Company to lose, or pose a potential risk to the Company of losing, any licenses, permits, bank accounts, insurance, or approvals held by or is in the process of being held by the Company; (iv) such Person is not an accredited investor; or (v) if such admission will otherwise hinder the Company's operations.

(g) No Transfers to Prohibited Persons. No Member may Transfer, in whole or in part, its Units, or any interest therein or Units thereunder, to (i) a minor or incompetent, unless by will or intestate succession, (ii) any Person with a conviction or plea of nolo contendere of a felony or crime involving moral turpitude or civil judgment for fraud or larceny, or (iii) any Person that may interfere with the ability of the Company or any of its Affiliates to maintain a license or permit to harvest, cultivate, process, or sell cannabis or otherwise continue to operate the business or maintain a bank account or insurance.

(h) No Transfers to Competitors. No Member may Transfer, in whole or in part, its Membership Interest, or any interest therein or Units thereunder, to any other Person engaged, or who reasonably anticipates engaging, directly or indirectly, in whole or in part, in the business, in the Commonwealth of Massachusetts (a "Competitor"); *provided that* a Competitor shall not include a Person that owns, directly or indirectly, up to 9.99% of the aggregate voting securities of any Competitor and is not deemed a Person of Direct or Indirect Control of another CRB in Massachusetts.

Section 7.4 Right of First Offer

(a) In the event that at any time any Member (a "ROFO Selling Member") desires to Transfer its Units but has not received an offer from a third-party, the ROFO Selling Member shall provide written notice (the "ROFO Sale Notice") of such desire to Transfer its Units to all other Members. The ROFO Sale Notice shall include the terms under which the ROFO Selling Member would be willing to sell such Units, including, without limitation, the purchase price for such Units

(the “**ROFO Sale Terms**”). Each Member, subject to the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty (30) days after receipt of the ROFO Sale Notice (during which time the ROFO Selling Member may not sell such Units), to either: (i) decline to purchase such Units from the ROFO Selling Member, or (ii) provide to the ROFO Selling Member a written notice (the “**ROFO Acceptance**”) stating that the other Member, subject to the following sentence (a “**ROFO Purchasing Member**”), has agreed to acquire the Units of the ROFO Selling Member in accordance with the ROFO Sale Terms.

(b) If a ROFO Acceptance is given by a ROFO Purchasing Member to the ROFO Selling Member as provided in Section 7.4(a) above, the ROFO Selling Member shall sell the subject Units to the ROFO Purchasing Member pursuant to the ROFO Sale Terms. If more than one ROFO Purchasing Member delivers a ROFO Acceptance, each such ROFO Purchasing Member shall be allocated its Pro Rata Portion of the offered Units, unless otherwise agreed by such ROFO Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFO Purchasing Member, on the date of the ROFO Sale Notice, the number of Units equal to the product of: (A) the total number of offered Units, and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFO Purchasing Member by (z) the total number of Units owned by all of the ROFO Purchasing Members.

(c) Failure of all other Members to deliver the ROFO Acceptance within thirty (30) days of their receipt of the ROFO Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFO Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFO Selling Member, the ROFO Selling Member may then sell such Units to any third-party purchaser (a “**ROFO Third-Party Purchaser**”), provided that such sale to the ROFO Third-Party Purchaser is pursuant to terms not less favorable than the ROFO Sale Terms, as certified to the other Members by the ROFO Selling Member. If the ROFO Selling Member desires to sell the applicable Units to a ROFO Third-Party Purchaser on terms less favorable than the ROFO Sale Terms provided to the other Members, the ROFO Selling Member may not sell such Units without first providing the other Members with a revised ROFO Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such revised ROFO Sale Terms shall be fifteen (15) days after receipt of the revised ROFO Sale Notice. Any permitted Transfer of Units to a ROFO Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFO Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Member in connection with a Permitted Transfer.

Section 7.5 Right of First Refusal

(a) In the event that a Member receives an offer from a third party to purchase any or all of the Member's Units (a “**ROFR Third-Party Purchaser**”), such Member (the “**ROFR Selling Member**”) shall provide written notice (the “**ROFR Sale Notice**”) to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price for such Units (the “**ROFR Sale Terms**”), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member, subject

to the last sentence of this Section 7.5(a), shall have the exclusive right, not more than thirty (30) days after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a written notice (the “**ROFR Acceptance**”) stating that the other Member, subject to the following sentence (a “**ROFR Purchasing Member**”), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms.

(b) If a ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.5(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.5, “**Pro Rata Portion**” means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFR Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within thirty (30) days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.5(a). In the event the other Members elect not to purchase such Units of the ROFR Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is pursuant to terms not less favorable than the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.5. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen (15) days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of a Units to a ROFR Third-Party Purchaser under this Section 7.5(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.5 shall not apply and a Member shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

Section 7.6 Tag-Along Rights

If at any time the Class A Member (the “**Offering Members**”) shall propose a transfer of securities of the Company in one or more related transactions of Units constituting at least a majority of the outstanding Units, to a third party, the Offering Members shall give written notice to the Class B Member and the Company of their intention to make such proposed transfer describing in reasonable detail the proposed transfer including, without limitation, the number and class of Units to be transferred, the nature of such transfer, the consideration to be paid, and the

name and address of each prospective purchaser or transferee. In such event, the Class B Member (the “**Tag Along Members**”) shall have the option, exercisable upon written consent of the Board, to sell all, and not less than all of his, her or its interests in the Company to the proposed transferee at the price and upon the terms offered by the proposed transferee, and the proposed transferee shall be required to purchase the interest of each Tag Along Member at such price and upon the terms offered by the proposed transferee. By way of clarification, any transfer by the Offering Member holding a majority interest pursuant to this Section 7.6 shall not be subject to the right of first refusal or right of first offer set forth in Sections 7.4 and 7.5 hereof and the rights of the other Members to participate in such transfer as described in this Section 7.6 shall be in lieu of such Member’s rights under such Section 7.4 or 7.5. Notwithstanding the provisions of Section 7.6, this Section 7.6 shall not apply and a Member shall not have the so-called “tag-along rights” in connection with a Permitted Transfer.

Section 7.7 [Reserved.]

Section 7.8 Joinder.

Subject to the consent and Transfer restrictions set forth in this Agreement and, particularly, the restrictions set forth in Section 7.4(f), in order for a subscriber, assignee, or transferee to be admitted as a Member of the Company, such Person shall (i) file with the Company a duly executed counterpart of the instrument in substantially the form annexed hereto as Exhibit B or in such form as the Company acting through its Board may, from time to time, require, (ii) represent and warrant that such Person is an "accredited investor," as defined in Regulation D promulgated under the Securities Act, and (iii) provide evidence satisfactory to the Board, as determined by the Board in its sole and absolute discretion, that the admission of such Person as a Member will not be, or otherwise cause the Company or any of its Subsidiaries to be, in contravention of Section 7.3(f).

ARTICLE 8

INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Manager, or officer or counsel of the Company, or is or was serving at the request of the Company or the Board as a partner, director, officer, principal, legal counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of some gross negligence, fraud or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his actions or omissions were in the best interests of the Company; *provided, however*, that the standard of conduct set forth in this sentence shall apply to a Manager who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, conduct shall not be deemed to be willful

misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the conduct or activity is reasonably believed to be in compliance with applicable state laws. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Board deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

Section 8.2 Advance Payment

The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Board by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity of Article 8

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

Section 8.4 Insurance

The Company may, but is not obligated to, purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation

Notwithstanding any other provision of this Agreement, no officer, counsel or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause

If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9

CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. As of the date hereof, the classes and number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement. The Board may authorize the issuance of additional classes of Units.

(b) Class A Units. The holder of Class A Units shall have the right to vote, on the basis of one vote per Class A Unit, on all matters of the Company. The holder of Class A Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

(c) Class B Units. The holder of Class B Units shall have the right to vote, on the basis of one vote per Class B Unit, on all matters of the Company. The holder of Class B Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Members. The Members have previously made contributions (capital and/or otherwise) as set forth on Exhibit A to the Company in connection with the issuance of their Units.

(b) Payment of Initial Capital Contributions. As a condition precedent to the issuance of Class A Unit and Class B Units, and a subscriber being admitted to the Company as a new Member, such subscriber shall first make a contribution to the capital of the Company in an amount equal to its Capital Contribution commitment. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Board, or in such other lawful form as the Board may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Capital Accounts

A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof, with the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the

Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

Section 9.4 Withdrawals from Capital Accounts

No Member shall be entitled to receive interest on or to withdraw any amount from such Member Capital Account, other than as expressly provided herein.

Section 9.5 Issuance of Units and Other Securities

The Board is authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, the Board may from time to time issue equity and/or debt securities, options or warrants to acquire Units, securities convertible into such Units, or other securities or instruments, all on such terms and conditions as the Board determines in its business judgment. In the absence of actual fraud, the judgment of the Board as to the value of consideration shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Board under this Section 9.5 shall be made in such manner and on such terms and conditions as the Board determines to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members; Admission of New Members; Other Capital Raises; Dilution

(a) If the Board determines in good faith that additional capital is required by the Company, the Board shall, at its option, determine whether such capital needs of the Company shall be obtained (1) through a capital call presented to existing Members as provided in Section 9.6(a)(i) or (2) by issuance of (A) a new Class of Units in the Company different than any then existing Classes of Units as provided in Section 9.6(a)(ii) or (B) additional Units or other securities in the Company, including, but not limited to, Units of any Class (other than Class A and Class B Units) as provided in Section 9.6(a)(iii).

- (i) In the event the Board determines in good faith that a capital call to existing Members is in the best interests to meet the capital needs of the Company, the Board shall so notify the Members in writing, together with a statement of the amount of capital required, the reasons therefor, and the terms upon which the Board desires to raise such capital. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the Members contribute the additional requested capital, then the Members shall have the right to participate, on a pro rata basis, in any further offering of (x) new and different Units to any Persons other than the existing Members as provided in Section 9.6(a)(ii), or (y) additional (other than Class A and Class B Units) Units or other securities of the Company as provided in Section 9.6(a)(iii). Capital contributions shall be due and payable within the period specified in the Board's written notice to the Members, or on such other terms as the Board may reasonably determine to be necessary and appropriate.

(ii) In the event the Board determines in good faith that it is in the best interests of the Company to meet its capital needs by issuing a new Class of Units in the Company different than any then existing Classes of Units, then the Persons acquiring such new Units may become new (as applicable) Members of the Company, as determined from time to time by the Board, upon terms and conditions determined in the reasonable business judgment of the Board to be commercially reasonable; provided that each such Member shall execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Members and/or new class of Units. If the requisite capital needed is not fully committed to pursuant to the provisions of this Section 9.6(a)(ii), then all of the requisite capital may then be raised in accordance with Section 9.6(a)(iii).

(iii) In the event the Board determines in good faith that it is in the best interests of the Company to meet its capital needs by the issuance of new Units or other securities in the Company, including, but not limited to, Units of any Class (other than Class A and Class B Units), then all of the requisite capital may then be raised in the manner as determined by the Board upon terms and conditions determined in the business judgment of the Board to be commercially reasonable. With respect to any such transaction that involves the issuance of additional securities of the Company, each Member shall have a right of first refusal to purchase its pro rata share of any such securities. For purposes hereof, "pro rata" means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. If the Company proposes to issue any such additional securities, it shall give each Member written notice of such intention, describing such securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its pro rata share of such securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered securities to the extent they are not purchased by other prospective purchasers. Notwithstanding anything to the contrary contained in Sections 9(a)(i) or 9(a)(ii), the Board may elect to raise capital through the issuance of additional (other than Class A and Class B Units) or new securities of the Company in lieu of a capital call, in which event the procedure set forth in this Section 9(a)(iii) shall control and take precedence.

(b) In the event admission of a new Member encompasses an amount exceeding 9.99% of ownership in the Company, the Company shall, with cooperation of such new Member, notify the CCC in accordance with regulations promulgated thereby.

ARTICLE 10

PROFITS, LOSSES, DISTRIBUTIONS AND FEES

Section 10.1 Available Cash Flow

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

Section 10.2 Distribution of Available Cash Flow

(a) Subject to the admission of additional Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section 10.2(a)(i)), as determined in good faith by the Board and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, shall declare and pay quarterly Tax Distributions to each Member, *pro rata* in accordance with the number of Units held by each Member, in an amount that the Board determines in good faith is sufficient to fund the Members’ estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty (30) days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Board determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section 10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member’s tax liability; and (B) in making any determination of a Member’s taxes, the Board shall base its determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member’s Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made.

(ii) Operations. Available Cash Flow, if any, shall be distributed: (A) *first*, 100% to the Class B Member until the Class B Member has received Distributions under this Section 10.2(a)(ii) equal to 100% of its total Capital Contributions, as set forth on Exhibit A, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members; and (B) *second and thereafter*, to all the Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members.

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed in the same manner set forth above in Section 10.2(a)(ii). The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Board shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company. In the event the Capital Transaction is a Qualified IPO, each Member's Units will be automatically converted into common units of the Company at the then applicable conversion price. Such units may or may not be registered as part of a Qualified IPO.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a *pro rata* manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Board, provided that Tax Distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated Net Profits with respect to which the Tax Distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the Tax Distribution.

(d) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

(e) The Company is prohibited from making Distributions in kind; *provided, however*, in the event of the Company's receipt of property in the form of liquid assets, and subject to the sole and reasonable determination of the Board, the Company may make distributions of such liquid assets to Board.

(f) To the extent the Company is required by applicable law to withhold or to make a tax payment (but not including interest and penalties with respect to payments determined to have been due but not paid in prior fiscal years) on behalf of or with respect to any Member (including, without limitation, backup withholding, or withholding with respect to Members that are neither citizens nor residents of the United States or under Section 1446(f) of the Code) (a "**Tax Advance**"), the Company may withhold such amounts (if applicable) and make such tax payments as so required. For all Tax Advances made on behalf of a Member other than with respect to

amounts withheld from payments made to such Member, the Company shall reduce future distributions otherwise payable to such Member (including the proceeds of any liquidation otherwise payable to such Member) by an aggregate amount equal to the Tax Advances, plus interest thereon at the rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks plus three percent.

Section 10.3 Allocation of Profits and Losses

(a) For purposes of this Section 10.3, after giving effect to the mandatory allocations set forth in Section 10.4, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Members as follows:

(i) Losses shall be allocated to Members *first* to offset Profits previously allocated to Members in accordance with Section 10.3(a)(ii) and *next* in proportion to each Member's aggregate Capital Contributions that have not been previously distributed pursuant to Sections 10.2 or 13.4, and

(ii) Profits shall be allocated as specified above in Section 10.2(a)(ii) (substituting the term "**Profits**" for "**Available Cash Flow**"), with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences between Available Cash Flow and the time at which Profits are recognized, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company.

(b) Each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among the Members.

(c) Allocations pursuant to this Section 10.3 determined or approved in good faith by the Board or its delegate shall be binding upon the Members.

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

Section 10.4 Allocations to Comply With Regulations

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 10.3 hereof.

(a) Deficit Capital Account Allocations Subject to the remaining provisions of this Section 10.4, in accordance with Treasury Regulation Section 1.704-1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 10.3 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among

the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this paragraph (a), the following rules shall apply:

(i) each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(b) Qualified Income Offset Provision. If a Member unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in subparagraph (a)(i) and (a)(ii) of this Section 10.4 shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(c) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Member shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(d) Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 10.4 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 10.3 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 10.3 hereof and this Section 10.4 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 10.4 had not been made.

(e) Interpretation of these Provisions. The provisions of subsections (a) through (d) (collectively, the "Regulatory Allocations") of this Section 10.4 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, Profits, Loss, or deduction pursuant to this Section 10.4(e). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Board shall make offsetting special allocations of Company income, Profits,

Losses or deductions in whatever manner it deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 10.3.

ARTICLE 11

BOOKS OF ACCOUNT AND RECORDS

Section 11.1 Books and Records

The Company, acting through the officers and Board, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Board may determine, and otherwise in accordance with Generally Accepted Accounting Principles (GAAP), consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection during business hours and, upon the reasonable advance written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), copying by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent certified public accounting firm.

Section 11.2 Tax Information

As soon as available after the end of each fiscal year of the Company, the Board shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his federal and other income tax returns.

Section 11.3 Inspection of Property

The Company shall permit any Member, upon written demand under oath stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Board and officers of the Company, provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

DISSOLUTION OF THE COMPANY

Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

- (a) The unanimous consent of the Board and the written agreement of the requisite Members in accordance with the approval requirements set forth in Section 4.18 of this Agreement; or
- (b) the sale or exchange of all or substantially all of the assets of the Company or the Units.

ARTICLE 13

ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Board, or if the Board is unable to do so, a liquidating agent or committee selected by the Board, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Board or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any nonratable distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Board or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

Section 13.3 Required Reports

If requested by the Board, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the

liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds From Sale and Liquidation of Company Property

Upon the liquidation, wind-up or wind-down, or dissolution of the Company in any form of transaction, including, but not limited to, or the sale of all or substantially all of its assets or similar change of control transaction (including by merger or otherwise) (a “**Liquidation Event**”), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

(a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);

(b) to the setting up of any reserves which the Board or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and

(c) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, in the same manner set forth above in Section 10.2(a)(iii).

Section 13.5 Capital Account Adjustments

For purposes of Section 13.4 hereof, the respective balance in the Capital Account of each Member shall be determined (i) after allocating all income, gain, loss and expense of the Company pursuant to Article 10 above and (ii) after taking into account all prior distributions to the Members.

Section 13.6 Compliance With Treasury Regulations.

In the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704-1(b)(2), the following action shall be taken by the later to occur of (i) the last day of the Company's taxable year in which such liquidation occurred or (ii) the ninetieth (90th) day following the date of such liquidation:

(a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).

(b) In the discretion of the Board or the liquidating agent or committee, as the case may be, distributions pursuant to this Section 13.6 may be distributed to a trust of which the Board or the liquidating agent or committee is (are) the trustee(s) (hereinafter the “**Trustee**”) established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the

Members from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation Obligation to Restore Deficit Capital Accounts

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

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Board. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Board shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.7 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. **Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by applicable law, (a) any amendment that would alter the rights or obligations of any Member in a manner adverse and disproportionate to other Members shall require the prior written consent of such Member and (b) any amendment to this Agreement that materially affects the rights, preferences, or privileges of any Class of Units that are authorized and added to the Company pursuant to the terms hereof, from time to time following the date hereof, shall also require the vote of the Members holding at least a majority of the then issued and outstanding Units of such Class, as applicable; provided, however, that for purposes of clarity the issuance of new Units pursuant to Article 9 of this Agreement (so long as consummated in accordance with the terms and provisions hereof) shall not be subject to the terms of this Article 14.**

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties

(a) Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

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

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

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

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

(v) The undersigned has the exclusive ownership of the assets being contributed as a Capital Contribution to the Company, free and clear of any lien, security interest, infringement or adverse claim.

(vi) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose;

(vii) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

(viii) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

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

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

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

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

(x) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(xi) The execution, delivery and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(xii) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors’ rights or general equity principles (regardless of whether considered at law or in equity); and

(xiii) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member’s employment at any time for any reason, other than as otherwise provided in such Member’s employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

(xiv) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any Subscription Agreement or equity award agreement, as applicable.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1 Tax Controversies

(i) Andrew Stoddard shall be designated the Partnership Representative and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws for so long as it is a Member and willing to serve in that capacity. For purposes of this Section 16.1, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals;

(ii) The initial Partnership Representative shall be designated by the Board, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 16.1(ii), unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified;

(iii) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, then the Partnership Representative may cause the Company to make such election;

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

(v) The Partnership Representative is authorized to (A) extend the statute of limitations for assessment and (B) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company.

Section 16.2 Tax Elections

In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, at the determination of the Board, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

Section 16.3 Applicable Law Forum

This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts. The Members acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under United State federal law, including the investment in a company engaging in such activities, and the Members expressly waive any defense to the enforcement of the terms and conditions of this Agreement, the Certificate or any subscription agreement, based upon non-conformance with applicable federal law relating to cannabis and the cannabis industry. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING THE FEDERAL OR STATE COURTS LOCATED THEREIN AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY. **By accepting equity in the Company, each Member acknowledges and agrees that the production, sale, manufacture, possession and use of cannabis is illegal under United States federal laws, including the investment in a company engaging in such activities.**

Section 16.4 Counterparts

This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon machine copies of the signed Agreement to the same extent as a manually signed original copy hereof.

Section 16.5 Headings

The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 16.6 Severability of Provisions

Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.7 Power of Attorney

Each Member hereby constitutes and appoints the Board of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Partnership Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.8 Entire Agreement

This Agreement, together with the Exhibits hereto, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, and there are no promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.9 Separate Counsel

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

Section 16.10 Waiver of Jury Trial

Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.11 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Board has consented to in writing; provided that the prohibitions set forth in this Section 16.11 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

Section 16.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 16.13 Successors and Assigns

Subject to the restrictions on Transfers set out herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

Section 16.14 Waiver

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such

written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ARTICLE 17

ARBITRATION

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

ARTICLE 18

MISCELLANEOUS

By accepting equity in the Company, each Member acknowledges and agrees that in the event such Member's ownership or financial interest in the Company could reasonably be expected to jeopardize or threaten the viability of the Company's or any of its Subsidiaries or Affiliates licensure or permits (or pending license or permit application), in any way or form, the Member agrees that it shall divest itself of such ownership or financial interest in the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

COMPANY:

SHINE DELIVERY LLC

DocuSigned by:
By: Andrew Stoddard
7284AF7226FC442...
Name: Andrew Stoddard
Title: Manager

DocuSigned by:
By: Mathew Medeiros
496070C8C1F7443...
Name: Mathew Medeiros
Title: Manager

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

CLASS A MEMBER:

DocuSigned by:
Andrew Stoddard
7261AE7225EC412

Andrew Stoddard

CLASS B MEMBERS:

The Medeiros Investment Irrevocable Trust

By:  _____
DocuSigned by:
Andrew Medeiros
1E93E80061E2451...

Name: Andrew Medeiros

Title: Trustee

Exhibit A

See attached.

Names, Addresses and Capital Contribution Information with respect to Members**Class A Units**

Member and Address	Class A Units	Initial Capital Contribution	Date of Capital Contribution	Percentage Ownership
Andrew Stoddard 184 Main Street Spencer, MA 01562	1,020	--*	4/14/21	51%
Total:	1,020	--	4/14/2021	51%

Class B Units

Member and Address	Class B Units	Initial Capital Contribution	Date of Capital Contribution	Percentage Ownership
The Medeiros Investment Irrevocable Trust 71 Raymond Drive Seekonk, MA 02771	980	\$50,000	4/14/2021	49%
Total:	980	\$50,000	4/14/2021	49%

EXHIBIT B

Form of Joinder Agreement

The undersigned hereby agrees, effective as of the date set forth below and upon becoming the owner of any units of Shine Delivery LLC (the “**Company**”) to become a party to that certain Operating Agreement (the “**Agreement**”) dated as of April 14, 2021, by and among the Company and the parties named therein and for all purposes of the Agreement. The undersigned further confirms that the representations and warranties contained in Article 15 of the Agreement are true and correct as to the undersigned as of the date hereof. The mailing address and email address to which notices may be sent to the undersigned is as follows:

Name:

Address:

Shine Delivery LLC

Business Plan

Category: Recreational Cannabis Courier

Description:

Shine Delivery LLC is a Massachusetts based delivery service that qualifies with the state's Social Equity Program. We will be applying for a Recreational Courier Delivery License. Shine Delivery LLC is dedicated to providing a premium shopping experience for our clients with clean and safe cannabis products and cannabis derived products. We plan to distribute products by purchasing from local cultivators and manufactures licensed by the state's Cannabis Control Commission. While focusing on innovative and eco-friendly business solutions.



Executive Summary:

Shine Delivery LLC is a new and exciting Massachusetts based and family owned recreational cannabis brand that has the potential to be the first of its kind. Originating from Massachusetts's Social Equity Program we are proud of our local and deep roots. With a focus on innovation, quality, customer service, and providing a unique enjoyable experience for our clients we solve the problem Massachusetts adults face trying to source clean, safe, reliable, legal cannabis and cannabis derived products. We specialize in serving our clients with a unique opportunity to get their desired products delivered directly to their door. Living in a market that thrives off of innovation and convenience, Shine Delivery LLC strategically offers both options for an ultimate shopping experience. While constantly maintaining all regulations provided by the Cannabis Control Commission. With a 3 year exclusivity period for delivery in Massachusetts we will be able to beat brick and mortar locations on price, convenience, & strategy to gain valuable market share and build brand recognition.

By creating a premier shopping, consumption, & educational experience for our clients; we will continuously expand while keeping repeat clients. Offering guaranteed customer satisfaction helps to keep the clients we have while in return helps to spread word-of-mouth marketing (WOM Marketing). Word-of-mouth marketing (WOM marketing) happens when consumers talk about a company's product or service to their friends. WOM marketing is one of the most powerful forms of advertising as 92% of consumers trust their friends over traditional advertising. Companies can encourage WOM marketing through exceeding expectations on a product, providing good customer service, and giving exclusive information to consumers. Not only will Shine Delivery LLC focus on its clients. We will also focus on being a "green" company. Planning to use renewable resources as they become available to us such as electric delivery vans instead of a gas or diesel engine. By the end of their lives, gas-powered cars spew out almost twice as much global warming pollution than the equivalent electric car. By going green we will cut our contribution to global warming pollutions in half! At the same time electric motors have significantly fewer moving parts than fossil fuel engines, resulting in 70% lower maintenance costs. With an estimated 50 MPG2 equivalent, operators will save an average of 70% in fuel costs. While also lowering noise pollution. These statistics of a green van were based on the company "Chanje". The Massachusetts State Senate on Thursday, January 30, 2020 advanced three bills that boldly tackle the contributing factors of climate change, chart one of the most aggressive courses of action against global warming in the country, and pave the way for a clean energy future for all of its residents. Senate Bill 2477, An Act Setting Next Generation Climate Policy and two companion bills — dealing with electrifying fleets (Senate Bill 2476). Shine Delivery LLC will be proud to be 30 years ahead of the curve and paving the pathway for a green and responsible cannabis industry.

Our vision is to carry a large variety of products on our menu covering each and every product category the Cannabis Control Commission allows. By covering all categories, we maximize profits and potential for upsells. The delivery cost to drive to product to a customer remains the same, but with marketing, education, and upsells we will be able to sell more to each client at the point of delivery. Products will include;

concentrates, edibles, flower, topical, smoking accessories such as paraphernalia, and more. The Cannabis Control Commission voted to allow branding giving Shine Delivery LLC the opportunity to innovate the typical cannabis shopping experience. By becoming an “A-Z” shop and providing everything a consumer may need to recreationally and responsibly enjoy their cannabis Shine Delivery LLC removes the need for a consumer to shop elsewhere. By satisfying clients’ needs, wants, and desires it leads to brand loyalty. Brand loyalty relates directly to market share.

Shine Delivery LLC plans to offer an opportunity for cannabis education through our website, app, and phone line. Respecting the idea that cannabis is new to many we plan to ensure our clients enjoy a responsible consumption experience making it enjoyable as opposed to trying to learn on their own. By educating our clients on proper consumption methods it will also lead to upsells. For example, to start “dabbing” a client will need new glassware and accessories that we will be able to provide. Or for a client that’s been smoking flower for 30 years and looking to try something new, we can suggest trying a concentrate like kief that is as simple as sprinkling on top of their usual bowl pack. Nationally, patients and consumers who favor concentrates spend an average of \$4,800 each year, more than double the average amount spent by cannabis users in general. According to the What Cannabis Patients and Consumers Want, a marketing research report published by Marijuana Business Daily.

By staying up to date with state-of-the-art cannabis practices and operations we will stay a step ahead of the competition. As the market matures our focus will continue to expand focusing on economies of scale. Lowering our expenses for delivery, cultivation, manufacturing, exc. While continuously growing our brand & consumer experience. Targeting emerging markets like the infused beverage industry will allow Shine Delivery LLC to gain large portions of market share fast. Each year as that market continues to grow dominating a large portion of “smaller” markets will turn out to be a huge advantage. For example; in January – September 2018 Total Category Sales for Edibles in AZ, CA, OR & CO totaled \$611.93M. 5% or \$33 Million being beverages. If Shine Delivery LLC could capture 10% of that market share in the three year exclusivity period by the time the market matures it will be worth astronomically more as data shows each category is rapidly expanding year by year. (Source BDS Analytics’ GreenEdge Retail Sales Tracking Platform Figure 1). BDS Analytics describes edible market growth as “rocket-like growth”. The typical edibles consumer, according to research, is 38 years old; 69 percent are employed — among the non-flower consumers, employment is highest among those who imbibe edibles. Research shows that 42 percent have a college degree or more. And as with concentrates, recreational and social uses are the most popular reasons for consuming; among edibles consumers, 75 percent point towards these reasons for munching THC-infused bon-bons or pouring water-soluble, granulated THC into their coffee. By providing low dose “microdosable” edibles it not only allows us to sell more of that product per client (CCC allows up to 100mg per customer per transaction) but it also appeals to people who seek minor buzzes rather than full – blown highs. Microdosing typically applies to forms of cannabis with less than 5mg per serving.

The ability to deliver infused beverages to a client's door also gives Shine Delivery LLC an advantage over the alcohol industry by making it a more convenient alternative to

get a six pack of infused beverages than a six pack of alcoholic beverages. “Millennials drink far less alcohol than past generations. An annual national survey of 50,000 adolescents and young adults in America from the Monitoring the Future Study found. The share of college students who drink alcohol daily fell from 4.3% in 2016 to 2.2% in 2017, a drop of more than 4 percentage points from the 6.5% of college students who used alcohol daily in 1980.” –MarketWatch. There have always been shifts in priorities from generation to generation, but the legalization of cannabis has presented an alluring shift that aligns with millennial values. According to a ten-year study by the University of Connecticut and Georgia State University, purchases of wine and beer decreased by 15% in counties with legal cannabis. Millennials have discovered that cannabis is more cost-effective than alcohol. A night’s bar tab might set a millennial back \$50 for a few hours of fun, many cannabis users can stretch \$20 of cannabis over an entire month. A purchased pre-rolled joint could really take the financial edge off a night out with friends, as compared to a night out at the bars. Additionally, with the variety of cultivars and products available, cannabis users are able to customize their experience like never before. Also, worth noting is the millennial love of the sharing economy. While 25% of millennials consume cannabis alone, most are social cannabis users. The tendency to share cannabis flower makes the cannabis lifestyle more affordable in the long run. All the data about prices and diminishing demand for low-quality beer doesn’t address the core reason millennials are choosing cannabis. They like the effects. As a distinctly creative generation, millennials are choosing marijuana to stir their imaginations and expand consciousness, as opposed to dulling their pain, getting sloppy, or even getting into a fight. The increasing sophistication in cannabis cultivation has led to cultivars that enhance abstract thought, without the depressant effects of alcohol (not to mention the nasty hangovers). The ACHA has recently revealed 30% of millennials live with generalized anxiety and have been labeled “The Most Anxious Generation.” With the financial strains of this age group, paired with the onslaught of non-stop exposure to technology, who could blame them for feeling despair? Very likely, millennials have discovered and experienced the correlation between alcohol consumption and anxiety. Whether it’s a hangover that affects work performance or a long descent into alcoholism, daily drinking has been shown to exacerbate anxiety issues. Though consuming an excess of cannabis can cause anxiety, cannabis is actually recommended by doctors to treat Generalized Anxiety Disorder, and other anxiety issues. Whereas alcohol may provide temporary relief but make your anxiety worse, cannabis has been shown as an effective medication for long-term relief in PTSD, clinical depression, anxiety issues, and beyond. Source (happyvalley.org)

Having a delivery license or “non-storefront dispensary” also gives Shine Delivery LLC the opportunity to serve weddings and other social gatherings as long as we meet all CCC guidelines. With a one ounce, 100mg, or 3.5 gram concentrate allowance per customer we could serve a small, medium, or large gathering through multiple adult clients that are attending the event. Structuring this in a compliant manner we could have a minimum attendee and or spending requirement for us to deliver this specific event.

Company Summary:

Our overall vision at Shine Delivery LLC is to become a trusted household name nationally and locally respected for high quality cannabis products. While also being acknowledged as an eco-friendly delivery service that is paving the way for the future of cannabis delivery. At all times our focus will be to remain in 100% compliance with all local and state legal requirements.

Main Goals:

- ✓ Obtaining a Massachusetts Delivery & Warehousing License
- ✓ Maintaining 100% compliance with the CCC
- ✓ Net annual income to support operational expenses
- ✓ Monthly sales and capacity increasing steadily
- ✓ Become profitable by the end of the first year of operations
- ✓ Lower inventory expenses
- ✓ Increase market share during 3 year exclusivity period
- ✓ Create a brand that is known and respected both nationally and internationally
- ✓ Operating as a “green” eco-friendly company to help Massachusetts meet its emissions goals
- ✓ Lowering the percentage of intoxicated drivers by providing direct delivery services

Products and Services

Shine Delivery LLC will carry source quality marijuana products with an abundant amount of cannabinoid and terpene profiles to have as many options as possible for its customers. Shine Delivery LLC will purchase MIPs with stringent quality standards and select cultivars/genetics with targeted cannabinoid/ terpene profiles to create unique experiences and effects, all with customer safety in mind. The selected wholesaler utilized will have marijuana that is high in cannabidiol (CBD) or have Tetrahydrocannabinol/Cannabidiol (THC:CBD) ratios that have demonstrated efficacy. Through selecting producers that have above standard production and product strategies coupled with rigorous testing, Shine Delivery LLC will overcome one of the most significant hurdles for the marijuana industry, which is consistency of dosage and cannabinoid profile.

The selection of sourced marijuana will include a wide variety of marijuana; all selections will be unique and have different traits, values and benefits. Marijuana varieties will include different batches from Indica, sativa, hybrid and CBD dominant genetics. Customers will have the opportunity to experience different desired effects from different marijuana variety cultivars and genetics. All sourced products will come from Massachusetts state-licensed producers.

Intended Sourced Products include (but not limited to):



Flower (pre-rolls, packaged dried flower) usually smokable, trichome-covered part of a female cannabis plant that offers numerous consumption methods, such as being smoked using a pipe or bong, or by rolling it in a joint.



Edibles are marijuana-infused products that are consumed orally, versus smoking flower or concentrate. Some of the more common forms of edibles include baked goods, lozenges, chocolates and beverages.



Tinctures are alcohol-based cannabis extracts, essentially, infused alcohol. Cannabis tinctures are easy to self-dose and can be placed directly under the tongue or incorporated after cooking into meals and drinks such as juices, ice cream, salad dressing and soup.



Oil versions of cannabis-derived products can be placed in the mouth and either swallowed or absorbed to some degree in the mouth itself. Cannabis oil can take up to 2-3 hours to take full effect. Like tinctures, cannabis oil can also be incorporated into food for consumption.



Oral capsules give customers a convenient and familiar consumption method, free of unwanted calories and unnecessary ingredients. Capsules come in a variety of potencies and cannabinoid profiles.



Oral spray is designed to be administered sublingually, meaning absorbed under the tongue. This method has several benefits such as fast absorption, portability, discreteness, and precise dosing. There are few reported side effects compared to inhalation or ingesting.



Topicals include lotions, balms, oils, and other products that are absorbed through the skin. Topicals can be non-psychoactive and provide localized relief of pain, soreness, and inflammation. Early evidence shows potential benefits for a range of ailments such as psoriasis, dermatitis, itching, headaches, cramping, and others.



Vaporizer technology allows cannabis extract to be heated into a vapor form and inhaled, which is popular among customers avoiding combustion and offers the benefit of precise dosage control.

Intended Sourced Products' Descriptions:

Marijuana Flower

- Product Description - Shine Delivery LLC intends to source approximately 10-15 cultivars of marijuana ranging from those with a high level of THC and low -level CBD to those with a high level of CBD and low level of THC. These cultivars will include

Indica varieties, Sativa varieties, and hybrid cultivars that will be a blended variety with effects similar from both sativa and Indica varieties.

- Besides appearance, Indica and Sativa plants are commonly believed to have different effects on their user. Through Shine Delivery LLC's research efforts, they will obtain a deeper understanding of plant composition and efficacy.
- Product Benefits - The evidence is overwhelming that marijuana can relieve certain types of pain, nausea, vomiting and other symptoms caused by various illnesses.
- Product Strengths - Marijuana can provide favorable benefits and considered less toxic than many pharmaceuticals. Marijuana can provide a wide variety of benefits to help treat various ailments. Marijuana also offers a low toxicity as marked by no known cases of overdose due to marijuana. This is largely because marijuana does not affect the brain stem which is responsible for controlling one's respiration.
- Product Weaknesses - Because marijuana is federally illegal, there has not been enough scientific research done to determine the true effectiveness of the medicine

Manufactured Marijuana Products (MIPs) and Concentrates

- Shine Delivery LLC intends to purchase desirable products that are convenient for administration of recreational marijuana. One goal is to purchase various dosage forms that will make administration of marijuana convenient, easy, and palatable for legal adult customers.
- Product Description - Manufactured marijuana products are made with marijuana as an ingredient. They can come in the form of oils and oil extracts, capsules, pills, lozenges, sublingual tinctures, and topical(s) such as skin lotions or ointments.
- Product Benefits - The benefit of manufactured marijuana products is that they offer customers an alternate delivery means to experience the effects of cannabinoids without smoking or vaporizing marijuana. Alternative ingestion methods that offer customers cannabinoid delivery formats other than smoking are one of the fastest growing segments of the marijuana industry.
- Product Strengths - An easily administered option for taking marijuana products. It improves dosing calibration and benefits

from the convenience of portability. It is often considered to have stronger effects than inhalation of marijuana products.

- Product Weaknesses - It can take longer to feel the effects of the marijuana infused products.

Quality of Products and Testing

All marijuana and marijuana products will be purchased wholesale from Massachusetts Marijuana Establishments appropriately licensed by the Cannabis Control Commission. In purchasing and accepting marijuana and marijuana products into the facility, Shine Delivery LLC will require proof of valid state license and valid documentation that the product passed quality standards through testing at a Massachusetts state licensed testing lab. A quality management program will be implemented to ensure there are no deviations in the dispensing standard operating processes.

Product Pricing

Shine Delivery LLC aims to dispense marijuana and manufactured marijuana-infused products that are affordable and accessible to adults in Massachusetts. To this end, Shine Delivery LLC has created a financial pro-forma model that details estimated pricing for marijuana and manufactured marijuana products for distribution purposes to legal adults in Massachusetts. This financial model is a separate, additional document that can be seen in full for a more detailed breakdown of the pricing strategies.

Pricing for all marijuana and manufactured marijuana-infused products will be based on the current fair market value of said items. Pricing will also be computed to ensure that continued operations and growth strategies can be pursued.

Different pricing structures and strategies will be utilized for determining pricing on purchased marijuana and manufactured marijuana-infused products. Pricing structures will be identified upon deployment of operations to ensure all cost associated with the acquisition of the marijuana product or the manufactured marijuana products are captured to, at a minimum, be able to recoup the cost of investment.

Cultivated Marijuana (Flower) - Pricing will be based on cost of acquisition, cost of dispensing, and the fair market value of marijuana. The pricing model used to forecast the recreational marijuana pricing will be based on regulated marijuana market metrics.

Marijuana Infused Products (MJPs) - Pricing will be based on cost of acquisition, cost of dispensing, and the fair market value for manufactured marijuana products. The pricing model used to forecast processed manufactured marijuana products pricing is based upon publicly available data from regulated marijuana market metrics.

Problem Definition:

Adult's in Massachusetts now have the ability to purchase cannabis from registered marijuana dispensaries. However, dispensaries are few and far apart leaving a huge gap of an untapped market. Many consumers do not have the ability or time to travel to a registered dispensary. Leading them to alternatives or substitutes including but not limited to; the black market, alcohol, home cultivation, or not purchasing at all. According to research from Eaze, a cannabis-delivery firm, one in five Californians has purchased cannabis from illegal sources in the last three months and 84% of those people say they're highly likely to buy from the same unlicensed source again. California has the closest delivery model to the one the CCC has sculpted for MA. In Canada, where cannabis was recently legalized for all uses, the black market was expected to account for 71% of all sales in 2019. In Massachusetts, an estimated 75% of cannabis sales will be on the black market in 2019. Massachusetts is dealing with issues of high taxes and few legal outlets according to Forbes. The need to travel to a dispensary also increases the risk of consumers driving under the influence. Another common problem in the cannabis industry is the stigma still surrounding its use. Many users do not want to be seen at a dispensary purchasing cannabis. Delivery allows for a unmarked vehicle to deliver cannabis and respect the clients anonymity.

Solution:

Shine Delivery LLC we will have the ability to deliver cannabis product and accessories direct to consumers doorsteps 7 days a week 13 hours a day. Which solves various consumer dilemmas. Including; accessibility, convenience, compliance, and safety. While still being able to offer a full menu. Customers have the option of signing up for a subscription based plan that automatically delivers products to their home that they know they enjoy.

Value Proposition:

At Shine Delivery LLC, we guarantee customer satisfaction through education. By eliminating the inconvenience of having to drive or commute to a dispensary, waiting in line, and in the new COVID-19 era risking illness, we are able to provide the ultimate cannabis acquisition experience. What's better than getting top shelf product delivered right to your door with anonymity? Delivery with the option to add paraphernalia and or the option to subscribe for automatic deliveries. The Cannabis Control Commission decided on a 3 year exclusivity period for social equity members to deliver to the recreational market allowing us to capture and hold a large portion of market share. Which in time will prove to be extremely valuable. Delivery also cuts out many of the brick and mortar expenses of owning and operating a store front making it a more profitable business model than retail locations.

Porter's 5 Force Analysis:

Rivalry Among Companies:

Through our research, we have determined that the overall rivalry in the Massachusetts recreational cannabis delivery industry is rather low. Due to multiple factors including the CCC's decision to allow exclusivity to this market for a minimum of 3 years for social equity members, demand for cannabis is still much higher than supply in MA. Leaving plenty of market share for each delivery service that is granted a license. After the 3 year exclusivity period we will still have a large competitive advantage due to the fact that we have already built a customer base that trusts us for excellent service and products.

Bargaining Power of Suppliers:

The bargaining power of suppliers is moderate in the MA cannabis industry. This is due to the fact that there is a limited number of licensed cultivators and product manufacturer currently operating. This is shifting month by month. As more licenses are granted the bargaining power of suppliers decreases as alternative sources of supply increase.

Bargaining Power of Buyers:

Bargaining power of buyers in this scenario is low due to the fact that there will be few legal delivery services. Buyers have few choices to get cannabis delivered. The advantage of Shine Delivery LLC is that by being strictly delivery, we are able to lower our operating costs and sell at a lower price. By partnering with a dispensary, it also allows us to drastically lower operating costs. We also are able to operate throughout the state as a mobile location allowing us to target different markets all at once. We must offer high quality products at a reasonable price in order to attract customers. Also, by offering a subscription plan, Shine Delivery LLC lowers the risk drastically of a consumer going somewhere else to buy their cannabis once they have signed up with us.

Threats of New Entrants:

In the current recreational cannabis industry, the risk of new entrants is low. This is due to the fact that the entry barriers are high because of social equity required status. The cannabis industry is growing each year. Making it an attractive industry for new firms to enter. We expect in the future threats of new entrants will shift from low to moderate as cannabis becomes normalized and less taboo.

Threat of Substitution:

The threat of substitution in this scenario is moderately low due to the fact that competition is low. We run the risk of our target market to choose another delivery service or store front location. However, through our vertical integration we will have a competitive advantage being able to operate and dispense at a lower price point. By sticking to our roots of excellent customer service and an excellent product to go with it we will be able to retain repeat customers. Making our business model more profitable in the end.

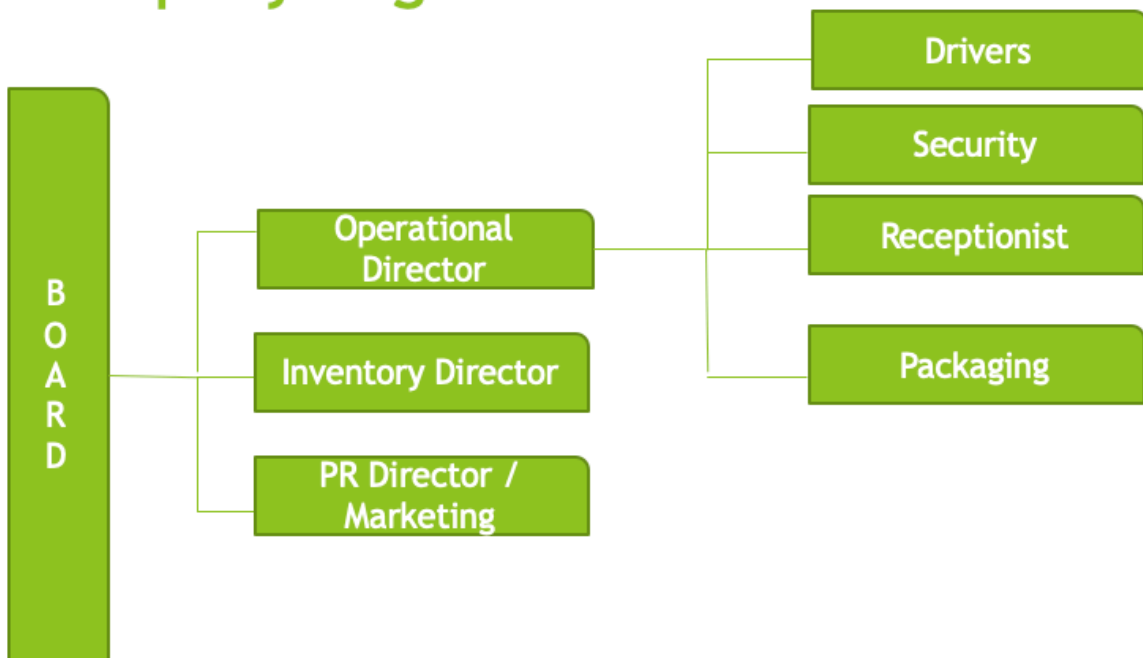
Overall, the recreational cannabis delivery industry looks attractive for new entrants with social equity status seeking the opportunity to both profit and build a brand in a new and booming marketplace. This provides a huge opportunity for Shine Delivery LLC.

Direct and Indirect Social Impacts:

Shine Delivery LLC will provide an estimated 8 new jobs in the county. With more opportunities for employment as we grow as a company. We are proud to operate as a social equity owned business. We plan to hire local employees and also work with students and other social equity members to help them have real life experience and training in the cannabis industry.

Company Organization:

Company Organization



Shine Delivery LLC will need to hire at least 4 delivery drivers to avoid overtime after 40 hours a week per employee. We plan to have our board be a mix of members from Shine Delivery LLC and our partners.

Manager

- Responsible for opening and closing procedures including assisting with the alarm and maintaining surveillance equipment and records
- Responsible for ensuring equipment such as computers, scales, printers and fax machines are in working order
- Responsible for processing vendor orders
- Responsible for overseeing daily cleaning and maintenance tasks
- Coordinates with staff to ensure inventory control, stocking shelves and data entry is being completed effectively
- Ensures all supplies are stocked and maintained including but not limited to labels, child proof packaging, paper supplies, display related items, sanitary supplies, office supplies and any post office related equipment
- Performs monthly inventory counts, store inventory reports and sales reports
- Handles any other duty as assigned

Driver / Sales Agent

- Customer interaction specialist responsible for:
- Starting up and shutting down point of sales equipment daily
- Operating vehicle
- Product knowledge and sales
- Promoting the company's image
- Working within a regulatory framework. Will be held accountable for training received and to the rules provided in the employee handbook
- Recording and reporting marijuana waste ensuring inventory is available for the customer (i.e. pre-weighing, packaging products) Handles financial transactions on behalf of the company
- Maintains a clean workspace / vehicle

Proposed Location:

Apotho Therapeutics LLC located at 119 Washington Street Plainville, MA 02762.

Market Analysis:

Spending on legal cannabis worldwide is expected to hit \$57 billion by 2027. The recreational market will cover 67% of the spending; medical marijuana will take up the remaining 33%.

Tom Adams, editor-in-chief of ArcView Market Research and managing director for BDS Analytics, wrote "... the expansion of medical cannabis markets can be expected to lead to broader public acceptance, "setting the stage for the eventual move to adult-use legalization" and that this model "will drive the world marketing, excluding the United States and Canada, to grow at 35% annually to \$10.5 billion by 2027, as a key part of the \$57 billion overall market."

The largest group of cannabis buyers will be in North America, going from \$9.2 billion in 2017 to \$47.3 billion a decade later. The largest growth spread, however, is predicted within the rest-of-world markets, from \$52 million spent in 2017 to a projected \$2.5 billion in 2027.

According to the report: "The Road Map to a \$57 Billion Worldwide Market"¹

According to BDS Analytics, cannabis concentrate's market share grew from 9.8% to 11.7% from 2016 to 2017 in California.

Customers and patients who favor concentrates were spending on average \$4,800 a year more than double the average spent by cannabis users in general.

As the recreational and medicinal market matures consumers/patients are increasingly demanding new types of products – leading to greater innovation and offerings. The demand for infused and extracted products has been steadily increasing in legal states.

In 2014 when adult-use just launched in Colorado, over 70% of sales came from dried flower; in 2016, that was down to 55%. In contrast, concentrate sales were \$20 million in 2014, or 13% of sales. By the end of 2016 they had jumped to \$85 million or 25% of sales. Edibles (including candy, beverages, tinctures, and all food) more than tripled during the same period. From \$17 million to \$53 million moving from 11% to 14% of sales. Vape pens, vape products, edibles, and other portable and convenient methods of consumption are especially popular with Colorado consumers. In 2017 the contribution of sales from flower dropped to less than 50% in Colorado's cannabis industry.

North American Cannabis Market:

¹ <https://arcviewgroup.com/research/reports/>

Although the federal government still considers the use of cannabis a criminal offence, more than half the states of American have legalized cannabis in some form. Most states sell it only for medical purposes, often broadly defined. But nine states – Alaska, California, Colorado, Maine, Nevada, Massachusetts, Vermont, Oregon, Michigan, and Washington – have gone further, legalizing the recreational use. Legal marijuana is higher priced than the black-market variety, but it is better value; three times more potent in many scenarios and only about 50% more expensive.²

Legal cannabis sales reached \$9.2 billion in North America in 2017, according to a new report from cannabis industry analysts ArcView Market Research, in partnership with BDS Analytics. That represents an unprecedented 33% increase from 2016.

The report further predicts the entire legal cannabis market to reach \$24.5 billion in sales – a 28% annual growth rate by 2021 – as more states legalize cannabis for recreational use and existing markets mature.

BDSA forecasts the Massachusetts market will reach \$1.35 billion in 2024, rising at a CAGR of 18.1% from 2019, driven by new store openings, increasing consumer demand and new product form factors. Headwinds still exist including multi-layered regulatory structures and tax burdens from state and local government. Even so, the first full year of adult-use sales experienced consistent month-over-month growth. Continued growth is expected throughout the forecast period. The impact of the COVID-19 mitigation measures remains to be seen, with initial data indicating an uptick in adult-use sales before a government shutdown of recreationally licensed dispensaries on March 24. BDSA is conducting research for a July 2020 forecast update based on retail sales, government data, and consumer surveys.

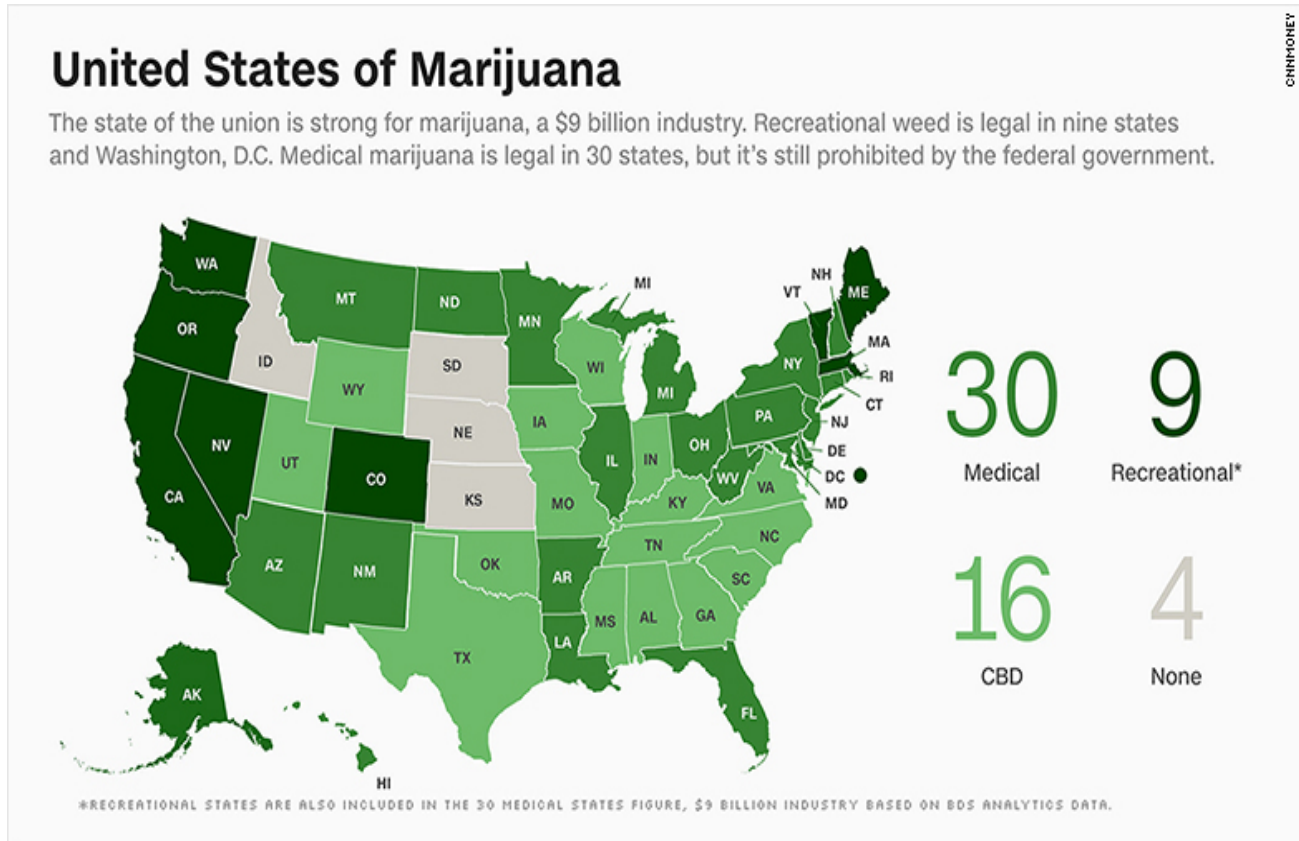
Currently, Massachusetts dispensary shoppers are spending an average of \$140 a month on cannabis products, with about 14% of these shoppers making purchases on a weekly basis. BDS Analytics' unique combination of macro-economic research with consumer insights and retail sales tracking paints a comprehensive picture of this booming market where 68% of adults 21+ are currently consuming or are open to consuming cannabis in the future, and 71% support some form of cannabis legalization.

BDS Analytics, the leading provider of cannabis industry market research, announced Massachusetts retail cannabis sales exceeded \$587 million in 2019 and are trending sharply up, with January and February sales over \$130 million. This year's sales are projected to exceed \$745 million, an increase of 27%, based on top-line sales projections modeled from point-of-sale transaction records.

The U.S. Cannabis Market:

² <http://www.economist.com/blogs/graphicdetail/2016/02/daily-chart-10>

60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth.



As of January 2018, there are 30 states that now allow cannabis for medical use, 16 states allow cannabidiol (CBD), 9 states and the District of Columbia now allow for recreational cannabis use.

There are 9,387 active licenses for cannabis businesses in the U.S., according to Ed Keating chief data officer for Cannabiz Media, which tracks cannabis license. This includes cultivators, manufacturers, retailers, distributors, deliverers, and test labs.

The industry employed 121,000 people in 2017. If cannabis continues its growth trajectory, the number of workers in that field could reach 292,000 by 2021, according to BDS Analytics. According to research firm Cowen & Co the U.S. legal cannabis industry is expected to reach \$75 billion in sales by 2030.³

³ <https://www.bloomberg.com/news/articles/2018-04-04/cannabis-sales-forecast-suggests-it-may-surpass-soda-by-2030>

Target Market:

Our target market will consist of adults 21+ in Massachusetts. We plan to first target concentrated populations such as Boston when first opening. As the market matures, we will determine which areas of the state are the most profitable and logistically beneficial to our brand.

Marketing & Sales Strategy:

Marketing Plan:

Online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook, and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for purpose of recreation." Facebook restricts any "Illegal, prescription, or recreational drugs." Instagram has and Facebook have decided to go a step further and remove pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events. Building communities around marijuana – related concerns such as health and wellness. The marketing and sales strategy of Shine Delivery LLC will be based on generating long-term personalized relationships with growers and dispensaries.

Marketing and advertising campaign include:

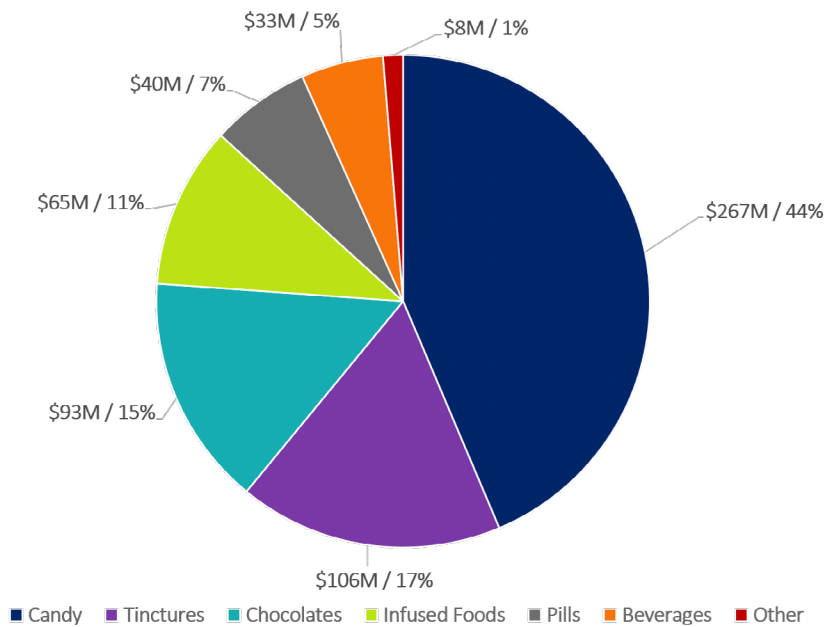
- Meeting with growers and dispensaries
- E-mail marketing
- Advertising and articles in thematic Magazines, including:
 - Cannabis Now
 - 420 Magazine
 - Marijuana Venture
 - MG Magazine
 - High Times
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Offering cannabis education both online and through our services

- Website development with search engine optimization
 - Keywords
 - Fresh content
- Canna industry platforms and directories
 - Weedmaps
 - Leafly
 - Canna Saver
 - Cannabis Coupon Code

Sales Strategy:

With a focus on innovation, quality, customer service, and providing a unique enjoyable experience for our clients we solve the problem Massachusetts adults face trying to source clean, safe, reliable, legal cannabis and cannabis derived products. We specialize in serving our clients with a unique opportunity to get their desired products delivered directly to their door. Living in a market that thrives off of innovation and convenience Shine Delivery LLC strategically offers both options for an ultimate shopping experience. With a market that demands more cannabis than is currently being supplied we have the opportunity to convert consumers from the black market to the legal market. Based off the simple concept of convenience. As many consumers still choose the black market because of convenience. Illegal cannabis delivery services are booming, and it is estimated that 71% of cannabis transactions in MA are still being purchased illegally. We also have the opportunity to deliver direct to consumers that are currently commuting to dispensaries. By being a “delivery service” as opposed to just a dispensary we have the capability of forming multiple relationships with cultivations and manufacturers allowing us to carry a wide variety of brands. The CCC also gives us the opportunity to brand our own products. The CCC currently allows for delivery between 8am-9pm. We plan to offer delivery in-between these hours 7 days a week. Allowing customers to order over the phone, online, or through a mobile app like Leafly until we develop our own mobile app.

Appendix:



<https://www.happyvalley.org/resources/millennials-and-alcohol-why-more-young-adults-prefer-cannabis-to-alcohol/>

<https://www.forbes.com/sites/kevinmurphy/2019/04/04/cannabis-black-market-problem/#1d967d73134f>

<https://www.prnewswire.com/news-releases/massachusetts-cannabis-sales-on-track-for-record-q1-2020-301036453.html>

Plan for Obtaining Liability Insurance

Shine Delivery LLC is in constant contact with Lezaola Thompson Insurance (Insurance Broker) to obtain Limited Liability Insurance in meeting the requirements of 935CMR 500.105(10). Shine Delivery LLC through this broker is in talks with Cannasure to obtain this insurance as well in meeting the requirements of 935CMR 500.105(10).

The policy to be obtained will include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence. Vehicles used for delivery by a Delivery-only Licensee shall carry liability insurance in an amount not less than \$1,000,000 combined single limit. 935 CMR 500.145(4); 935 CMR 500.101(2); 935 CMR 500.105(10)

Personnel Policies Including Background Checks

Registration

Shine will apply for registration of all its board members, directors, employees, executives, managers, and volunteers who are associated with Shine as Marijuana Establishment Agents. Applications will comply with 935CMR 500.030. All Shine individuals applying for registration will have signed and notarized the CORI Acknowledgement Form, pursuant to 803 CMR 2.09. Applicants will also give authorization to obtain a full set of fingerprints in accordance with M.G.L.

c. 94G, § 21. For extensive details on Shine personnel initially registering to be Marijuana Establishment Agents, see the Background Check packet included in this application. Once a licensed Delivery, personnel in management are held responsible for the proper registration of new agents.

Immediate Termination

Shine has an immediate termination policy that applies to Shine staff who have diverted marijuana, engaged in unsafe practices regarding the operation of the dispensary, or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving the distribution to a minor. For Incidents related to diversion or unsafe practices, Shine will investigate and report findings to the Commission and/or law enforcement official when appropriate.

Disciplinary Policies and Procedures

Shine's discipline policies and procedures are designed to provide a structured corrective action process to prevent and improve a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Shine's discipline policy and procedure have been designed consistent with Shine's organizational values, best practices, and employment laws.

Shine is a alcohol, smoke and drug-free workplace instilling policies that comply with 935 CMR 500.105(1). If any employee is found to be in violation of these policies they will undergo the structured corrective action process as identified below.

Shine reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depends upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on Shine's organization.

Step 1: Counseling and Verbal Warning

Creates an opportunity for the immediate supervisor to schedule a meeting with an agent to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the agent the nature of the problem or violation of company policies and

procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of the Step 1 meeting. The agent will be asked to sign the written documentation . The agent's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Shine recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and department manager will meet with the agent and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the agent of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan requiring the agent's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. Warning outlining that the agent may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the agent from the workplace. When immediate action is necessary to ensure the safety of the agent or others, the immediate supervisor may suspend the agent pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a Manager.

Depending upon the seriousness of the infraction, the agent may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non Exempt/hourly agents may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt agents is reserved for serious workplace safety or conduct issues.

The Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the agents if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Shine will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Shine reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, agents may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Manager and department manager or designee. Final approval may be required from either CEO or designee.

Nothing in this policy provides any contractual rights regarding agent discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at will relationship between Shine and its agents.

Appeal Process

Agents will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the agent's performance and/or conduct issues while allowing for an equitable solution.

If the agent does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The agent will be provided copies of all progressive discipline documentation, including all performance improvement plans. The agent will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the agent's official personnel record.

Separation of Employment

Separation of employment can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an agent separates from Shine, his or her supervisor must contact the Manager to schedule an exit interview, typically to take place on agent's last workday.

Types of Separation

Resignation

Resignation is a voluntary act initiated by the agent to end employment with Shine. The agent must provide a minimum of two weeks' notice prior to resignation. If an agent does not provide advance notice or fails to work the remaining two weeks, the agent will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

Retirement

An agent who wishes to retire is required to notify his or her department Director/Manager in writing at least one month before the planned retirement date. It is the practice of Shine to give special recognition to agents at the time of their retirement.

Job Abandonment

An agent who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the agent's normal shift on the second day. The department manager will notify the Manager at the expiration of the second workday and initiate the paperwork to terminate the agent. Agents who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

Termination

Agents of Shine are employed on an at-will basis, and the company retains the right to terminate an agent at any time.

Reduction in Workforce

An agent may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Agents who are laid off may not appeal the layoff decision through the appeal process.

Release

Release is the end of temporary or seasonal employment. The Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating agent will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the agent's last day of work or another day that is mutually agreed upon.

Return of Property

The separating agent must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An agent will be required to sign an agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An agent separating from Shine is eligible to receive benefits if the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the agent must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless the agent requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Agents will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former agents who have left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Manager, and Shine must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the CEO or designee prior to rehiring a former agent. Rehired agents begin benefits just as any other new agent.

~~Other~~ Agents will not be considered in calculating longevity, leave accruals, or any

An agent who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Staffing Plan and Records

All records will be available for inspection by the Commission, upon request in accordance with 935 CMR 500.105(9). Shine's financial records will be maintained in accordance with generally accepted accounting principles.

Shine will maintain a staffing plan and records, which shall include:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent.

3. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Shine 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

Shine will have at least 2 employees staffed at its facility.

Training

Shine will ensure that all its marijuana establishment agents complete training prior to performing any job functions. Training is tailored to roles and responsibilities of the job and will include a Responsible Vendor Program. Shine agents will also receive at least 8 hours of on going training annually. For more information, see the Qualifications and Training document.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring, company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Shine is an alcohol, smoke and drug-free workplace and all employees, officers, directors and agents are forbidden from consuming alcohol, smoking and consuming drugs on the premises.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6- month intervals thereafter. A written synopsis must be provided to, and signed by, the agent under review. Reviews are retained in each agent's employment file. Performance reviews must consider positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the agent's overall performance.

Confidentiality Plan

Shine Delivery plans that all confidential information that the employee receives from Shine, whether such information is received during the interview process or during the scope of the employee's performance at Shine, is obligated to be retained and not disclosed after a period of two years after termination from Shine. By policy the employee shall agree to keep all confidential information and will not, without the consent of Shine's written authorization, signed by one of Shine's executive officers, use, sell, market or disclose any confidential information to any third person, firm, corporation or association for any purpose. By policy the Employee shall further agree to not make any copies of the confidential information except upon Shine's written authorization, signed by one of Shine's executive officers, and will not remove any copy or sample of confidential information from the premises of Shine without such authorization.

Structural Failure or Power Loss

If the Shine shared facility experiences a structural failure or power loss, an authorized Shine manager will decide if evacuation is necessary. If evacuation is deemed necessary, the designated Shine manager will verbally transmit the evacuation message or sound the evacuation alarm, depending on the severity of the evacuation. Scenarios exist where only a section of the facility may lose power. To ensure the type of power failure, employees are trained to check separate sections to confirm how much of the facility has lost power. If the entire facility has lost power, staff will move to the facility common area and, using emergency lighting, maneuver through the facility towards exits. Once everyone is outside, the facility is locked and secured.

Fire Emergencies

The Shine shared facility will be equipped with fire alarm systems that include smoke detectors and pull-down alarms that notify the local fire department when triggered. The emergency response system is also equipped with sirens and flashing strobe lights that activate in times of emergencies. At the signal of a fire emergency, employees are to evacuate immediately. Employees are trained for fires and are educated on some of the dangers when fleeing a fire, for example the varied toxicity of smoke and the importance of avoiding it. When fires are noticed by employees and not severe, employees are to immediately notify management. For more serious fires, the fire alarm is triggered before notification of management. Employees are trained to use fire extinguishers and are made familiar with their locations during training.

Chemical Emergencies

Shine staff is trained to be aware of, help identify chemical emergencies. If employees notice individuals becoming ill for unexplained reasons, they are instructed to steer clear of the affected area. If the emergency is determined to be originating from inside the facility, management will evacuate the building. Once outside, all will move away from the facility, uphill and upwind from the affected area if possible. If management identifies the emergency to be coming from outside, staff will be led to a room that can be sealed. In both scenarios, authorities are contacted immediately.

Bomb or Terrorist Threat (Call)

In the event of a bomb threat, Shine trains employees to handle them in an inconspicuous manner until the threat can be identified to be serious. When a call comes into the facility that identifies itself as a bomb threat, Shine employees are instructed to keep the caller on the line for as long as possible. If the caller doesn't give specific details to a bomb, employees are to inquire. Shine trains employees to pay attention to the phone call, specifically for anything that could help in identifying the caller (male or female, other sounds giving location clues).

Immediately after the caller hangs up, the employee receiving the call must report the information to law enforcement authorities. Management will be notified after.

Record-Keeping Procedures

Shine maintains various records associated with business activities. Records maintained by Shine will be made available to the Commission, upon request. Shine shall maintain all its records in accordance with generally accepted accounting principles (GAAP) and 935 CMR 500.105(9). All physical records are saved and digitalized. Digital copies are backed up to avoid a total loss. Types of records include all records required in any section of 935 CMR 500.000 in addition to the records outlined in 935 CMR 500.105(9):

1. **Financial Records:** Maintained in accordance with generally accepted accounting principles ("GAAP") and kept electronically. Financial business records will include, but not be limited to assets and liabilities, monetary transactions, books of accounts, sales records, salaries and wages, and additional records outlined in 935 CMR 500.105 (9)(e). For additional details, including policies and procedures related to financial records, see the Maintenance of Financial Records document.
2. **Personnel Records:** Maintained electronically and for at least twelve (12) months after an employee is terminated. Personnel records will contain all the information outlined in 935 CMR 500.105(9)(d). Shine will also maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission or any other applicable licensing authority upon request during normal business hours. After an employee is hired by Shine, a personnel file will be created containing information such as their resume, application, copy of the government-issued license, emergency contacts, and other details as specified by the Commission. Employee records get updated by administrative employees as necessary with information like the completion of required training and disciplinary measures. At a minimum, Shine will maintain personnel records 935 CMR 500.105(9) including:
 - Job descriptions for each agent,
 - A personnel record for each agent,
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
 - Personnel policies and procedures
 - All background check reports obtained in accordance with 935 CMR 500.030.
3. **Business Records:** Shine will maintain business records in accordance with 935 CMR 500.105(9) such as:
 - Assets and liabilities
 - Monetary transactions
 - Books of accounts
 - Sales records
 - Salary and wages paid to each employee.

4. **Training:** Kept electronically, Shine will maintain records of responsible vendor training program compliance for four years. Training records will include but not be limited to the scope of training, and the printed names, signatures and titles of agents participating and instructing. Shine agents will complete other trainings that may not be outlined by the Commission in 935 CMR 500. These other trainings Shine may complete will be recorded but will not be held for four years like the responsible vendor trainings. Training records will be held along with an employee's personnel records.
5. **Contracts:** Maintained electronically and in hard-copy format. Contracts are retained indefinitely or until deemed unnecessary. From inception, Shine will create a file, physical or virtual, that will contain all contracts Shine has with other companies. Contracts get added once signed and will remain in the database indefinitely.
6. **Written Operating Procedures:** As required by 935 CMR 500.105(8)(e) and maintained electronically. The Company expects these documents to evolve with the business; therefore, they are retained and updated into perpetuity. Written Operating Procedures are housed in a database that employees have limited access to, determined by position and department.
7. **Inventory Records:** Maintained electronically via the state-appointed cannabis tracking system. Detailed inventory records are maintained as required by 935 CMR 500.105(8)(e). Every inventory record will include, at minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of those who conducted the inventory. Summarized inventory detail is maintained in accordance with financial record standards. If inventory records were taken by the use of an oral recording device, they are promptly transcribed. For additional inventory policies and procedures, see the Inventory Procedures document.
8. **Security Records:** Shine will maintain and keep all 24-hour recordings from all body cameras for at least 90 calendar days that will be made immediately available to the Commission upon request. Other security-related records Shine maintains are security maintenance check reports, visitor logs, and daily security walk-through reports. Recordings will not be destroyed or altered and will be retained for as long as necessary if Shine is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. All recordings will be maintained in a secure location to prevent theft, loss, destruction, and alterations. For more information on the security system, security cameras, and other details specific to security, see the Security Plan document.
9. **Delivery Records:** Maintained electronically or in hard-copy format, transportation records are any and all records not defined elsewhere in this document that includes, but not limited to manifest records, vehicle registration and inspection documentation, and drivers' licenses. For extra policies and procedures related to transportation, please refer to the Transportation of Marijuana document.
10. **Waste Disposal Records:** Maintained by the partnered retailer in hard-copy format or electronically as required under 935 CMR 500.105(12), waste disposal records will include, at minimum, the date, type, and quantity disposed or handled, the manner of the disposal or other handling, the location and the printed names of the Shine agents present with their signatures. Logs associated with waste are readily available per request from the Commission or law enforcement. Archived waste disposal data is maintained for 3 years. Waste disposal procedures can be found in the Quality Control and Testing document.
11. **Maintenance Records:** Maintained in electronic and hard-copy format. Work orders associated with building or equipment maintenance are retained for 3 years.
12. **Seed-to-Sale Tracking Records:** Tracking records for all marijuana products as required by 935 CMR 500.105(8)(e).

- 13. Incident Reporting:** Shine will notify the appropriate law enforcement authorities and the Commission of any breach of security immediately and no later than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, the occasions listed in 935 CMR 500.110(7)(a).

Related Policies and Procedures:

Confidentiality

Shine will maintain a high level of confidentiality in all aspects of business operations, only allowing access to those who are authorized. This policy is maintained throughout the entire company and not only applicable to records and recordkeeping. All records will be kept confidential through an electronic safeguard system, including a network firewall. All equipment will be monitored for accuracy and efficiency monthly. Credentials will be verified by the Human Resources Director. Network health reports will be communicated monthly to a designated executive for review.

Inventory Counts

Shine's will have a designated employee who monitors inventory and assumes the most responsibility regarding inventory records. One of these responsibilities is to conduct a monthly audit of the facility's inventory and a daily inventory count is conducted at the end of each business day. All inventory counts include, at minimum, the date, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the count. If there are any discrepancies, the Dispensary Manager is notified, and a discrepancy count is carried out. If, after the discrepancy count, the cause discrepancy isn't identified or is identified to be from diversion, Shine staff will take the appropriate steps and will notify the Commission and appropriate law enforcement authorities.

SOP Housing

Written standard operating procedures (SOPs), training modules, and other related documents such as the human resources manual, live in a centralized, electronic database, available to all Company employees. These materials are reviewed at least annually by the General Manager and Human Resources Manager. Through the database, employees can review operating procedures and improve their skills. The database is secure and allows for the confidentiality of in house policies and procedures.

Recording Diversion, Theft, and Loss

Upon a breach of security as outlined by 935 CMR 500.110(7)(a) the Commission and law enforcement authorities will be notified immediately. Shine staff will fill out an incident report for a breach of security along with any other events deemed appropriate by management. Agents who witnessed, discovered, encountered, or were otherwise involved in the incident, will be required to fill out an incident report. For every incident, the Security Manager also fills out the Security Manager incident report and both are filed and stored in a secure manner.

Maintaining of Financial Records

Shine maintains financial information on the accrual basis in accordance with Generally Accepted Accounting Principles ("GAAP"). Shine will also comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6)*

Shine will ensure that both Shine's and any individual's confidential financial information are secure and accurate. To ensure accuracy, security and data integrity, the company utilizes several procedures:

1. Recordkeeping: Shine will maintain business records compliant with the regulations set forth in 935 CMR 500. These records along with any other records outlined in 935 CMR 500 will be immediately available to the Commission upon request. Business and financial records will be maintained in accordance with GAAP and in an audit friendly format. Financial records maintained by Shine include but are not limited to:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
 - Sales records including the quantity, form and cost of marijuana products; and
 - Salary and wages paid to each employee, the stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Shine maintains accounting records in QuickBooks. This system supports detailed transaction data for company purchases, inventory valuation, revenue and payroll. Data is stored on a secure server, as well as backed up to local computers daily. Supporting documentation for transactions is stored using Amazon S3 via a secure server. System access is limited to users with need and each user has security settings specific to their role. Every transaction the company makes will go through the accounting software thus guaranteeing complete reporting. Bank accounts will be reconciled monthly and month end financials are reviewed by management each month.

2. Accounting Review: Shine will engage with Citron Cooperman to review annual financial reports for compliance with GAAP.
3. Taxes: Shine will also use Citron Cooperman to prepare and file federal, state and other tax returns to ensure compliance. Per the closure of the Shine facility, all records including business and financial records, will be maintained securely by Shine at the cost of Shine.

Financial Record Procedures:

Shine shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales with guidance from an accounting firm in accordance with 935 CMR 500.140(5). Shine will prohibit any software or other methods from being utilized to manipulate or alter sales data, pursuant to 935 CMR 500.140(6).

Shine will conduct a monthly analysis of equipment and sales data to ensure that no software has been installed that could be utilized to manipulate or alter sales data. Shine will also maintain all records

performed during the monthly analysis period and produce such records to the Commission upon request. In the event that Shine determines that software or other methods have been installed or utilized to manipulate or alter sales data, it will respond immediately by:

1. Disclosing the information to the Commission;
2. Cooperating in any investigation regarding manipulation or alteration of sales data; and
3. Take any action directed by the Commission to ensure full compliance in accordance with 935 CMR 500.140(5).

Diversity Plan

This Diversity Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiative(s) Shine plans to engage in, in order to promote equity within the company in favor of the following demographics:

1. Minorities
2. Women
3. Veterans
4. People with Disabilities
5. LGBTQ+

Shine will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by Shine will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Shine acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and one year thereafter). Shine will adhere to the requirements set forth in 935 CMR 500.105 (4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of Marijuana Establishments. Shine will ensure that any actions taken, or programs instituted by Shine will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Goals

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success
 - a. Shine intends to have at least 25% of yearly new hires be 10% minorities , 10% women, 2.5% veterans, 2.5% people with disabilities, or individuals of the LGBTQ community

Programs

Program One: Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success.

Shine will promote a diverse workforce by ensuring that at least 25% of annual hires fall into the above-listed demographics. To promote the employment of diverse individuals at Shine, recruiters will post job openings on directed outlets and will also promote job openings at local organizations dedicated to promoting the wellbeing of the aforementioned demographics, as needed.

Shine will post advertisements for open positions on Online staffing resource platforms such as Glassdoor every 6 months (bi-annually) and/or Shine will also utilize local newspapers in Brockton and Mansfield such as the Mansfield's Wicked Local and Brockton's The Enterprise to advertise job opportunities every 6 months (bi-annually). Shine Delivery Intends to post job advertisements once every 6 months (bi-annually) in these above mentioned publications and/or platforms.

Program Two: Distributing internal workplace newsletters that encourage current employees to recommend individuals falling into the above-listed demographics for employment.

As part of efforts to increase the number of individuals falling into the above-listed demographics working in the establishment, Shine will distribute internal workplace newsletters, at least once a quarter, to current employees encouraging them to recommend diverse individuals for employment.

Measurements

Shine has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a Shine license, designated Shine agents, including members of management, will meet to review the Diversity Plan. In the internal review, Shine will evaluate the plan and measurements, analyzing successes and failures, and addressing potential adjustments. The Manager is responsible for guiding and ensuring the success of this plan and will update the Co-CEOs on progress on a monthly basis.

Program One Metrics

To track Shine's goal of hiring 25% of its workforce from individuals in the above-listed groups, Management will keep record of relevant information, so employee

composition can be easily tracked. The Manager will also keep record of specific local outreach efforts for employment, including job postings and job fair participation. Shine will also track the number and subject matter of internal training offered and performed, and to whom. The Manager will report progress of these metrics to the Co-CEOs on a monthly basis.

Program Two Metrics:

The internal workplace newsletter will be circulated by the Manager and the Manager will keep an electronic copy of each newsletter as record and will also keep record of the number of new employees hired through this program. The manager will report progress of these metrics to the Co-CEOs on a quarterly basis.