



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285089
Original Issued Date: 01/09/2025
Issued Date: 01/09/2025
Expiration Date: 01/09/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sugarloaf Cambridge Cannabis LLC

Phone Number: 508-740-7243 Email Address: Flaviahungaro@hotmail.com

Business Address 1: 2447-2449 Massachusetts Avenue Business Address 2:
Business City: Cambridge Business State: MA Business Zip Code: 02140
Mailing Address 1: 16 Holden Road Mailing Address 2:
Mailing City: Belmont Mailing State: MA Mailing Zip Code: 02478

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control: 51
Role: Manager Other Role: Owner
First Name: Flavia Last Name: Hungaro Suffix:
Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Brazilian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44 **Percentage Of Control:** 44

Role: Manager **Other Role:** Owner

First Name: Siuranna **Last Name:** Khachatryan **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Armenian

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5 **Percentage Of Control:** 5

Role: Manager **Other Role:** Owner

First Name: Scott **Last Name:** Rubin **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 44 **Percentage of Ownership:** 44

Entity Legal Name: Cannabis College, LLC	Entity DBA:	DBA
		City:

Entity Description: Cannabis College LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose.

Foreign Subsidiary Narrative:

Entity Phone: 774-777-8999 **Entity Email:** suzannakhachatryan114@gmail.com **Entity Website:**

Entity Address 1: 447 Foundry Street **Entity Address 2:**

Entity City: North Easton **Entity State:** MA **Entity Zip Code:** 02356

Entity Mailing Address 1: 447 Foundry Street **Entity Mailing Address 2:**

Entity Mailing City: North Easton **Entity Mailing State:** MA **Entity Mailing Zip Code:** 02356

Relationship Description: Cannabis College LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose. Cannabis College LLC owns 44% of the marijuana establishment - Sugarloaf Cambridge Cannabis LLC. Cannabis College LLC is 100% owned by Siuranna Khachatryan.

Entity with Direct or Indirect Authority 2

Percentage of Control: 5 **Percentage of Ownership:** 5

Entity Legal Name: Cambridge Capital Services, LLC	Entity DBA:	DBA
		City:

Entity Description: Cambridge Capital Services LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose.

Foreign Subsidiary Narrative:

Entity Phone: 508-631-7106 **Entity Email:** srube32@gmail.com **Entity Website:**

Entity Address 1: 32 Elmwood Crescent **Entity Address 2:**

Date generated: 02/07/2025

Entity City: Bridgewater	Entity State: MA	Entity Zip Code: 02324
Entity Mailing Address 1: 32 Elmwood Crescent	Entity Mailing Address 2:	
Entity Mailing City: Bridgewater	Entity Mailing State: MA	Entity Mailing Zip Code: 02324

Relationship Description: Cambridge Capital Services LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose. Cambridge Capital Services LLC owns 5% of the marijuana establishment - Sugarloaf Cambridge Cannabis LLC. Cambridge Capital Services LLC is 100% owned by Scott B. Rubin.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Cannabis College, LLC	Entity DBA:		
Email: suzannakhachatryan114@gmail.com	Phone: 774-777-8999		
Address 1: 447 Foundry Street	Address 2:		
City: North Easton	State: MA	Zip Code: 02356	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$4000	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: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: LMCC, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Berkley	Marijuana Establishment State: MA	

Individual 2

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: LMCC, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Taunton	Marijuana Establishment State: MA	

Individual 3

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: Sugarloaf Maynard, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Maynard	Marijuana Establishment State: MA	

Individual 4

First Name: Siuranna	Last Name: Khachatryan	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 5

First Name: Siuranna	Last Name: Khachatryan	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Other	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 6

First Name: Scott	Last Name: Rubin	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 7

First Name: Scott	Last Name: Rubin	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Other	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 8

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 9

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: Sugarloaf Cambridge Cannabis LLC	Business Type: Other	
Marijuana Establishment City: Cambridge	Marijuana Establishment State: MA	

Individual 10

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: LMCC, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Taunton	Marijuana Establishment State: MA	

Individual 11

First Name: Flavia	Last Name: Hungaro	Suffix:
Marijuana Establishment Name: LMCC, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Taunton	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2447-2449 Massachusetts Avenue	
Establishment Address 2:	
Establishment City: Cambridge	Establishment Zip Code: 02140
Approximate square footage of the establishment: 2600	How many abutters does this property have?: 174
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Plan to Remain Compliant with Local Zoning	2449 Mass Ave - Plan to remain compliant with Zoning.pdf	pdf	656632daa12609000892dd70	11/28/2023
Community Outreach Meeting Documentation	HPSCAN_20240328231917186_2024-03-28_232034764.pdf	pdf	660600d9ce0efe00091ae8fb	03/28/2024
Community Outreach Meeting Documentation	Sugarloaf - Attachment A - Mass Ave.pdf	pdf	66060138ce0efe00091ae918	03/28/2024
Community Outreach Meeting Documentation	Sugarloaf - Mass Ave - Attachment B.pdf	pdf	66060147ce0efe00091ae92c	03/28/2024
Community Outreach Meeting Documentation	Sugarloaf - Mass Ave - Attachment C.pdf	pdf	66060155d4cf61000806cc7b	03/28/2024
Executed HCA	HCA Sugarloaf Retail Store 2447-2448 Mass Ave.pdf	pdf	66d8f1d894e8b8000858e9b8	09/04/2024
Executed HCA	F0D4D897-A5B5-4CBA-B266-D10C8CBC3C50.jpeg	jpeg	66ecb917cfa6590008e828b0	09/19/2024

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP plan 10-17-24 WJS (002).pdf	pdf	6712679c83494800082b8976	10/18/2024
Plan for Positive Impact	Sugarloaf - PIP Plan 10-25-2024.pdf	pdf	671be8f52491660008484ada	10/25/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

First Name: Flavia

RMD Association: Not associated with an RMD

Background Question: no

Other Role: Owner

Last Name: Hungaro Suffix:

Individual Background Information 2

Role: Manager

First Name: Siuranna

RMD Association: Not associated with an RMD

Background Question: no

Other Role: Owner

Last Name: Khachatryan Suffix:

Individual Background Information 3

Role: Manager

First Name: Scott

Other Role: Owner

Last Name: Rubin Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role: 5% Ownership Interest, Member

Entity Legal Name: Cambridge Capital Services, LLC

Entity DBA:

Entity Description: Limited Liability Company

Phone: 508-631-7106

Email: Srube32@gmail.com

Primary Business Address 1: 32 Elmwood Crescent

Primary Business Address 2:

Primary Business City: Bridgewater

Primary Business State: MA

Principal Business Zip Code: 02324

Additional Information:

Entity Background Check Information 2

Role: Investor/Contributor

Other Role: 44% Ownership Interest, Member

Entity Legal Name: Cannabis College, LLC

Entity DBA:

Entity Description: Limited Liability Company

Phone: 774-777-8999

Email: Suzannakhachatryan114@gmail.com

Primary Business Address 1: 447 Foundry Street

Primary Business Address 2:

Primary Business City: North Easton

Primary Business State: MA

Principal Business Zip Code: 02356

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	SC - Certificate of Organization.pdf	pdf	656767a5a12609000893eb82	11/29/2023
Bylaws	Sugarloaf Cambridge Cannabis LLC _ Operating Agreement (draft 10.25.23) FINAL.pdf	pdf	656768b6bc2d09000879b883	11/29/2023
Articles of Organization	SC - Certificate of Amendment 2024.pdf	pdf	65f9ad9ec61a5000089ff5f5	03/19/2024
DUA attestation if no employees	SC - DUA - unemployment Attestation 03-2024.pdf	pdf	660089dbd4cf61000801cf0e	03/24/2024
Department of Revenue - Certificate of Good standing	60180678-1866-4B9A-8654-F31342948BD8.jpeg	jpeg	6602e586ce0efe0009179c5a	03/26/2024
Secretary of Commonwealth - Certificate of Good Standing	09C5BBAD-30FF-40DD-851B-4D184A22935F.jpeg	jpeg	66058eaad4cf6100080638cf	03/28/2024
Bylaws	Sugarloaf Cambridge Cannabis - Response to Additional Information Required - Question 10 - Retail - Mass Ave.pdf	pdf	666b1eb8368f120008585a4b	06/13/2024

No documents uploaded

Massachusetts Business Identification Number: 001467204

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	6F946837-D37F-4201-BFDB-21751EB0F702.jpeg	jpeg	65676967bc2d09000879b9bb	11/29/2023
Proposed Timeline	75D10C8F-97C2-421B-8CD9-71213F75A46A.jpeg	jpeg	6600816bce0efe000915d656	03/24/2024
Business Plan	2447-2449 Mass Ave - COM - 03-27-2024.pdf	pdf	66073c3ace0efe00091c02de	03/29/2024
Business Plan	2447-2449 Mass Ave - COM - 03-27-2024.pdf	pdf	666c6023d12dec0008dc0112	06/14/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products (SC - Retail).pdf	pdf	65676f7da1260900089402a6	11/29/2023
Restricting Access to age 21 and older	Restricting Access to Age 21 or Older (SC - Retail).pdf	pdf	65676f95a126090008940322	11/29/2023
Security plan	SECURITY AND DIVERSION PLAN (SC - Retail).pdf	pdf	65676fada126090008940446	11/29/2023
Storage of marijuana	SC - Storage of Marijuana (Retail).pdf	pdf	65676fc5bc2d09000879cef6	11/29/2023
Transportation of marijuana	SC - Transportation of Marijuana (Retail).pdf	pdf	65676fdda126090008940487	11/29/2023
Inventory procedures	SC - Inventory Procedures (Retail).pdf	pdf	65676ff9bc2d09000879cf45	11/29/2023
Quality control and testing	SC - Quality Control and Testing (Retail).pdf	pdf	6567703ebc2d09000879cfce	11/29/2023
Dispensing procedures	SC - Dispensing Procedures (Retail).pdf	pdf	6567705fa126090008940567	11/29/2023
Personnel policies including background checks	SC - Personnel Policies.pdf	pdf	6567707dbc2d09000879d003	11/29/2023
Record Keeping procedures	SC - Record Keeping Procedures.pdf	pdf	65677095bc2d09000879d020	11/29/2023
Maintaining of financial records	SC - Maintaining Financialc Records (Retail).pdf	pdf	656770b3a1260900089405c5	11/29/2023
Qualifications and training	SC - Detailed Description of Qualifications and Intended Training for Agents.pdf	pdf	656770e2bc2d09000879d0f0	11/29/2023
Energy Compliance Plan	SC - Energy Compliance.pdf	pdf	656770f8a12609000894066a	11/29/2023
Energy Compliance Plan	Sugarloaf - Response Letter to Request for Additional Information - Energy - MRN 285089.pdf	pdf	666c55b9368f120008596ecd	06/14/2024
Prevention of diversion	Sugarloaf Cambridge - Prevention of Diversion Plan.pdf	pdf	666c55d8368f120008596fde	06/14/2024
Diversity plan	Diversity Plan 10-15-24 FINAL - Sugarloaf.pdf	pdf	670ec0107eba6a00081427ce	10/15/2024

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

Commission.: I Agree

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

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

I Agree

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Plan to remain compliant with Zoning

Sugarloaf Cambridge Cannabis, LLC will be located at 2447-2449 Massachusetts Avenue, zoned "BA-2". The City of Cambridge has enacted a zoning ordinance which allows Adult Use Marijuana Establishments to be operated in "BA-2" zones.

Sugarloaf Cambridge Cannabis will remain in regular contact with all departments within the city to ensure compliance with all applicable local codes, ordinances, or bylaws of the municipality.

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):
10/17/2022 and 3/27/2024
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

9/22/2022 and 3/7/2024

b. Name of publication:

Cambridge 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:

9/16/2022 and 3/14/2024

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:

3/14/2024

In addition, for the meeting on 10/27/2022, flyers of the meeting were hand-delivered to abutters within 300 feet of the proposed location.

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:

Sugarloaf Cambridge Cannabis, LLC

Name of applicant's authorized representative:

FLAVIA TWINGARD

Signature of applicant's authorized representative:

Flavia Twingard



“ATTACHMENT A”

Publication Notices, Cambridge Chronicle 9/22/2022 and 3/7/2024

WICKEDLOCAL.com

[← Back](#)

Public Notices

03/07/2024

COMMUNITY OUTREACH MEETING 3/27
LEGAL NOTICE
SUGARLOAF CAMBRIDGE CANNABIS LLC
NOTICE OF SECOND COMMUNITY OUTREACH
MEETING

WEDNESDAY,
MARCH 27, 2024, 6:00 PM

2449 MASSACHUSETTS AVENUE
CAMBRIDGE, MA

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, MARCH 27, 2024, at 6:00 PM at 2449 MASSACHUSETTS AVENUE, CAMBRIDGE, MA. The proposed MARIJUANA RETAIL ESTABLISHMENT is anticipated to be located at 2447-2449 MASSACHUSETTS AVENUE, CAMBRIDGE, MA. There will be an opportunity for the public to ask questions.

Flavia Hungaro, Manager
Sugarloaf Cambridge Cannabis LLC

AD#9911614
Cambridge Chronicle 3/7/2024

2:08 PM Mon Nov 6

< CC ORDER 7802296 PDF

Ad Preview

2447-2449 MASSACHUSETTS
AVE

LEGAL NOTICE
NOTICE OF COMMUNITY
OUTREACH MEETING
REGARDING ADULT-USE
MARIJUANA
ESTABLISHMENT
CANNABIS RETAIL
STORE, CANNABIS
DELIVERY OPERATOR
ESTABLISHMENT
AND/OR CANNABIS
COURIER
ESTABLISHMENT
SUGARLOAF CAMBRIDGE
CANNABIS, LLC

2447-2449 MASSACHUSETTS
AVE, CAMBRIDGE,
MASSACHUSETTS

Notice is hereby given that Sugarloaf Cambridge Cannabis, LLC, a certified social equity applicant, women and minority-owned business, will conduct a Community Meeting on October 17, 2022 from 6:00 pm to 7:00 pm at 2449 Massachusetts Avenue, Cambridge, MA. The Community Meeting is to discuss Sugarloaf's intent to apply for a special permit to operate a cannabis retail store, cannabis delivery operator establishment and/or a cannabis courier establishment at 2447-2449 Massachusetts Avenue, Cambridge, Massachusetts, (the "Premises").

Community members will be permitted to participate in person and are encouraged to ask questions and receive answers from representatives of Sugarloaf Cambridge Cannabis, LLC.

Sincerely,
Flavia Hungaro, Manager

#7802296
Cambridge Chronicle 9/22/22

“ATTACHMENT B”

Community Outreach Notices file with the City Clerk

Meeting Date: 10/17/2022, Filed with Clerk: 9/16/2022

Meeting Date: 3/27/2024, Filed with Clerk: 3/1/2024

Statement of Interest

NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CANNABIS RETAIL STORE, CANNABIS DELIVERY OPERATOR ESTABLISHMENT
AND/OR CANNABIS COURIER ESTABLISHMENT
SUGARLOAF CAMBRIDGE CANNABIS, LLC

2447-2449 MASSACHUSETTS AVE, CAMBRIDGE, MASSACHUSETTS
Notice is hereby given that Sugarloaf Cambridge Cannabis, LLC, a certified social equity applicant, women and minority-owned business, will conduct a Community Meeting on October 17, 2022 from 6:00 pm to 7:00 pm at 2449 Massachusetts Avenue, Cambridge, MA. The Community Meeting is to discuss Sugarloaf's intent to apply for a special permit to operate a cannabis retail store, cannabis delivery operator establishment and/or a cannabis courier establishment at 2447-2449 Massachusetts Avenue, Cambridge, Massachusetts, (the "Premises").
Community members will be permitted to participate in person and are encouraged to ask questions and receive answers from representatives of Sugarloaf Cambridge Cannabis, LLC.
Sincerely,
Flavia Hungaro, Manager

Public Notices

03/07/2024

COMMUNITY OUTREACH MEETING 3/27
LEGAL NOTICE
SUGARLOAF CAMBRIDGE CANNABIS LLC
NOTICE OF SECOND COMMUNITY OUTREACH MEETING

WEDNESDAY,
MARCH 27, 2024, 6:00 PM

2449 MASSACHUSETTS AVENUE
CAMBRIDGE, MA

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, MARCH 27, 2024, at 6:00 PM at 2449 MASSACHUSETTS AVENUE, CAMBRIDGE, MA. The proposed MARIJUANA RETAIL ESTABLISHMENT is anticipated to be located at 2447-2449 MASSACHUSETTS AVENUE, CAMBRIDGE, MA. There will be an opportunity for the public to ask questions.

Flavia Hungaro, Manager
Sugarloaf Cambridge Cannabis LLC

AD#9911614
Cambridge Chronicle 3/7/2024

“ATTACHMENT C”

List of Abutters that Notice of Meeting was Mailed on March 14, 2024

184-106	184-107-1	184-107-2
7 CAMERON LLC,	HARMAND, THIBAUT	HO, WENDY WAI YUE
C/O ACORN HOLDINGS LLC	MARA C. SAHLEANU	
		CAMBRIDGE, MA 02140
184-107-3	184-107-4	184-107-5
STRATTON, RANDALL E. JR &	KERSTEN, ANNAMARIE	ZAPOL, ROCHELLE H., TRUSTEE
FRANCESCA CINELLI TR		THE ROCHELLE H. ZAPOL FAMILY TRUST
184-107-6	184-107-7	184-109
SOFFER, LEAH	TRAPA, PATRICK E.	MANOUSHAGIAN, BERJ M. &
		ANIE MANOUSHAGIAN, TRS OF
CAMBRIDGE, MA 02140	CAMBRIDGE, MA 02140	
184-110-12	184-110-14	184-111
ZAREMBA JEFFREY	KRONER, ALLISON ELIZABETH	WOO, TRACY
KATHRYN DAVIDSON ZAREMBA	OWEN CHRISTOPHER BARRON	
		CAMBRIDGE, MA 02140
184-112	184-113	184-114
ROME, MICHAEL I. &	ROME KATE & EMMA ROME	MINDER, AVRAHAM J & EMMA F ALEXANDER
MCNAMARA BUCK		MINDER FRANCIE R ET AL
	CAMBRIDGE, MA 02140	
184-115	184-116	184-117
ROME EMMA B & KATE ROME	SHEAHAN, JUDITH ANNE ET AL	MULLAN, SEAN & JOSEPHINE MULLAN
	C/O ARBOR MORTGAGE	TRS, THE SEAN & JOSEPHINE MULLAN FAM TR
CAMBRIDGE, MA 02140		184-133-2
184-118	184-133-1	STEIN ALYSON
BABICS, MICHAEL	LESLIE, GREGORY D.	
APT 2	CAMBRIDGE, MA 02140	UNIT 2
184-133-3	184-134	184-135
WALROD, AMY M.	CAMERON AVENUE LLC	YEARWOOD, KEVIN W.
CAMBRIDGE, MA 02140	CAMBRIDGE, MA 02140	CAMBRIDGE, MA 02140-1140

184-136

FITZPATRICK, PATRICK &
MARTHA FITZPATRICK

████████████████████

184-155

SPARTICHINO, GEORGE W. &
ROXANNE C. LEARY SPARTICHINO
2409 MASS AVE

184-137

VERI, PIO & JACQUELINE VERI
P.O. BOX 441226
WEST SOMERVILLE, MA 02144

184-159

SRP NORTH CAMBRIDGE LLC,
C/O STONE RIVER PROPERTIES,
LLC.

184-138

COMBUSTION SERVICE
CORPORATION
OF NEW ENGLAND

184-166-1

18 COPLEY LLC,
████████████████████
WESTON, MA 02493

SUGARLOAF CAMBRIDGE CANNABIS, LLC's POSITIVE IMPACT PLAN (10-17-24)

SUGARLOAF will focus its impact plan to serve and support populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic "areas of disproportionate impact" that defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority Applicants;
3. Commission-designated Social Equity Program Participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support these populations ("Impact Groups"), SUGARLOAF has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals/programs to positively impact the City of Chelsea and areas of the City of Boston that have been identified in the Boston Census Tracts as areas of the City of Boston that have disproportionately impacted by the war on drugs, the "Target Communities." See Table 1 on pages 3 and 4 of the Cannabis Control Commission's Guidance for Identifying Areas of Disproportionate Impact.

Goals: In order for SUGARLOAF to positively impact the Target Communities SUGARLOAF has established the following goals:

1. Improve the environment in the Target Communities as described above;
2. Promoting mentoring, professional, and technical services for any of the Impact Groups; and
3. Reduce barriers to entry in the commercial cannabis industry for residents of the Target Communities. At least 10% of SUGARLOAF's workforce will be made up of residents of the Target Communities.

Programs:

SUGARLOAF has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs include the following:

1. Participate in at least two (2) *per year* neighborhood clean-up events or beautification programs in the Target Communities, including Earth Day clean up; *locations to be specific residential neighborhoods/parks in need of clean up*;
2. Promoting mentoring, professional and technical services for any of the Impact Groups by providing a minimum of 1 training session (10-20 people per class) a year and other technical resources, including, but not limited to, operations of a cannabis business, to those who may not otherwise participate fully in the recreational cannabis industry, which will

help reduce barriers to entry in the commercial cannabis industry and will collaborate with area training consortiums and other such groups, as to job placement and training assistance to those identified in our Impact Groups.

3. Giving hiring preference to individuals and contractors that live in the Target Communities, whereby qualified candidates for open job opportunities with equal qualifications will be hired if they self-identify as a resident of one of the Target Communities.

Job posting opportunities will be posted in local newspapers that cover Target Communities.

MEASUREMENTS

For programs to be effective over the long-term, SUGARLOAF will measure the impact its programs are having and reconfigure them as necessary for maximum effectiveness. It will do this through reporting:

1. The number of community clean ups that SUGARLOAF takes part in, and SUGARLOAF employees are involved;
2. Number and subject matter of trainings offered and performed; and
3. Number of employees hired, retained, or promoted that come from disproportionate impacted areas or one of the other groups of people previously identified in this guidance;

SUGARLOAF CAMBRIDGE CANNABIS, LLC's POSITIVE IMPACT PLAN

(10-25-24)

SUGARLOAF will focus its impact plan to serve and support populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic "areas of disproportionate impact" that defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact.
2. Commission-designated Economic Empowerment Priority Applicants.
3. Commission-designated Social Equity Program Participant.
4. Massachusetts residents who have past drug convictions.
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support these populations ("Impact Groups"), SUGARLOAF has created the following Plan to Positively Impact Areas of Disproportionate Impact (the "Plan") and has identified and created goals/programs to positively impact the City of Chelsea and areas of the City of Boston that have been identified in the Boston Census Tracts as areas of the City of Boston that have disproportionately impacted by the war on drugs, the "Target Communities." See Table 1 on pages 3 and 4 of the Cannabis Control Commission's Guidance for Identifying Areas of Disproportionate Impact.

The specific areas of Boston Sugarloaf will focus on targeted areas within the Massachusetts Avenue corridor, since such corridor gives easy public transportation access to Sugarloaf's two Cambridge locations. MBTA Bus Route 1 runs from Nubian Square to Harvard Square via Massachusetts Avenue. MBTA Bus Route 73 runs from Harvard Square to Waverley Square in Belmont, MA with a bus stop in front of the proposed location. MBTA Bus Route 77 runs from Harvard Square to Arlington Heights via Massachusetts Avenue with a bus stop in front of the proposed location on Massachusetts Avenue. The targeted Census Tracts will be: 90600, 80300 and 80401, which are in the Massachusetts Avenue Corridor giving public transportation access to and from the proposed locations. If such tracts do not the target audience that Sugarloaf is hoping to attract, it will extend to other census tracts within the Massachusetts Avenue Corridor that are considered areas of disproportionate impact.

Goals: In order for SUGARLOAF to positively impact the Target Communities SUGARLOAF has established the following goals:

1. Improve the environment in the Target Communities as described above.
2. Promoting mentoring, professional, and technical services for any of the Impact Groups.

3. Reduce barriers to entry in the commercial cannabis industry for residents of the Target Communities. At least 10% of SUGARLOAF's workforce will be made up of residents of the Target Communities.

Programs:

SUGARLOAF has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs include the following:

1. Participate in at least two (2) *per year* neighborhood clean-up events or beautification programs in the Target Communities, including Earth Day clean up; *locations to be specific residential neighborhoods/parks in need of clean up.*
2. Promoting mentoring, professional and technical services for any of the Impact Groups by providing a minimum of 1 training session (10-20 people per class) a year and other technical resources, including, but not limited to, operations of a cannabis business, to those who may not otherwise participate fully in the recreational cannabis industry, which will help reduce barriers to entry in the commercial cannabis industry and will collaborate with area training consortiums and other such groups, as to job placement and training assistance to those identified in our Impact Groups.
3. Giving hiring preference to individuals and contractors that live in the Target Communities, whereby qualified candidates for open job opportunities with equal qualifications will be hired if they self-identify as a resident of one of the Target Communities.

Job posting opportunities will be posted in local newspapers that cover Target Communities.

MEASUREMENTS

For programs to be effective over the long-term, Sugarloaf will measure the impact its programs are having and reconfigure them as necessary for maximum effectiveness. It will do this through:

1. Quantitative Evaluation :
 - A. Sugarloaf will measure the number of applications it receives, how far the candidates get in the screening process, and how many people it hires from the above-listed groups. It will commit to reaching its goal of at least 10% of employees coming from the above-listed groups who have been disproportionately harmed. If hiring of disproportionately impacted applicants

is not at the 10% goal, it will change how it sources and screens its candidates, by reevaluating how and where it is advertising job listings.

- B. Sugarloaf will diligently track its partnerships with community groups, track how many trainings are offered, and how many hours of technical assistance are given (and by whom), and will reevaluate its partnerships and levels of commitment on an ongoing basis.
- C. Sugarloaf will track how many website and social media posts it makes which promote trainings, programs, and technical assistance offered internally and by community groups as a part of its overall “marketing mix.”
- D. If this proportion of posts is not high enough to drive participants to these programs, it will ensure that its digital marketing team increases the number of posts of this nature.
- E. Sugarloaf will measure the number of contracts for cannabis, cannabis products, and services it executes to secure that at least 10% of the contracts it executes are from the above-mentioned groups. It will commit to reaching its goal of at least 10% of the contracts it executes are with the above-listed groups who have been disproportionately harmed. If such contracting goals of at least 10% being from the above groups, it will change how it sources and screens its for cannabis, cannabis products, and service providers.

2. Qualitative Evaluation:

- A. At a minimum, Sugarloaf will undertake annual self-evaluations of its overall positive impact on the community it serves.
- B. Sugarloaf will create, distribute, and evaluate surveys of employees twice a year for the first two years, then annually for an additional three years, who will give feedback on the management and operations of the Company.

- C. Sugarloaf will create, distribute, and evaluate surveys of its contractors twice a year for the first two years, then annually for the next three years, who will give feedback on the management and operation of the company.
- D. Sugarloaf will create, distribute, and evaluate surveys of customers twice a year for the first two years, then annually for the next three years, who will give feedback on operations and community impact.
- E. Sugarloaf will evaluate the trainings and technical assistance that it provides directly, and through community groups.
- F. Sugarloaf hopes that its operation, and the operation of the legalized cannabis industry as a whole, has a net positive impact on the Commonwealth, and on the city that it serves.

Sugarloaf will monitor its progress and success in the first half of the year of receiving a provisional license on a monthly basis. After the first half of the year is complete, and it feels that it is meeting its goals, it will monitor its progress and success on a quarterly basis. It will annually review its progress and success and upon the renewal of its license. If at the end of the first year it believes that it is meeting its goals, monitor its progress and success on semi-annual basis, with a final monitoring done at the end of each year.

Sugarloaf will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.

Sugarloaf states that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

General Laws Chapter 156C

Identification Number: 001467204

1. The exact name of the limited liability company is: SUGARLOAF CAMBRIDGE CANNABIS, LLC

2a. Location of its principal office:

No. and Street: 16 HOLDEN RD

City or Town: BELMONT

State: MA

Zip: 02478

Country: USA

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

No. and Street: 16 HOLDEN RD

City or Town: BELMONT

State: MA

Zip: 02478

Country: USA

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

THE LLC IS ORGANIZED IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: FLAVIA HUNGARO

No. and Street: 16 HOLDEN RD

City or Town: BELMONT

State: MA

Zip: 02478

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FLAVIA HUNGARO	16 HOLDEN RD BELMONT, MA 02478

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FLAVIA HUNGARO	16 HOLDEN RD BELMONT, MA 02478 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of October, 2020,
FLAVIA HUNGARO

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

To Whom it May Concern:

October 28, 2020

Letter of Consent

I, Flavia Hungaro, the owner of Sugarloaf Boston Cannabis, LLC and Sugarloaf Maynard, LLC authorize the use of the name Sugarloaf Cambridge Cannabis, LLC to be used. Please feel free to contact me at 508-740-7243 or at flaviahungaro@hotmail.com if any question or concern arise.

Best Regards,

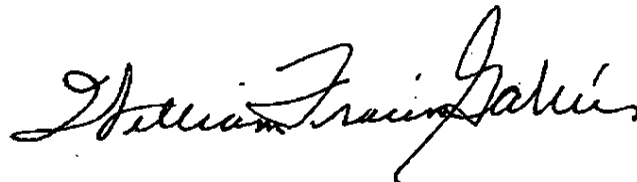
Flavia Hg

Flavia Hungaro

THE COMMONWEALTH OF MASSACHUSETTS

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

October 28, 2020 01:52 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

of

SUGARLOAF CAMBRIDGE CANNABIS LLC

among

THE MEMBERS NAMED HEREIN

Dated as of:

Dated as of October 26, 2023

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(i)	If at two (2) successive meetings of the Board, the Managers are unable to reach a decision by the required vote regarding a Fundamental Issue submitted for consideration by the Board at such meetings (a "Deadlock"), the Board shall refer the matter subject to the Deadlock to the Members, who shall attempt to resolve such matter within twenty (20) days after referral to them of the Deadlocked issue (or, if mutually agreed by the Members, a longer period of time). Any resolution agreed to by the Members holding at least seventy-five percent (75%) of the Units shall be final and binding on the Company and the Members. If the Members are unable reach agreement as to the Fundamental Issue within the time period set forth in this Section (including any agreed extensions), the Deadlock shall be mediated (the "Mediation") within fifteen (15) Business Days from the date a written request for mediation is made by any Member. The Mediation shall take place in Boston, Massachusetts and shall be in English. The Mediation shall be conducted before a single mediator to be agreed upon by the Members. If the Members cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all the Members shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the Members.....	
(ii)	During the continuation of any Deadlock, the Company shall continue to operate in a manner consistent with its prior practices and this Agreement until such time as such Deadlock is resolved. If the Deadlock is with respect to the approval of the Companys annual business plan or budget, the Company shall operate its business in accordance with the	

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LIMITED LIABILITY COMPANY AGREEMENT

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Sugarloaf Cambridge Cannabis, LLC (the “Company”), a Massachusetts limited liability company, effective as of the [____] day of October, 2023 is entered into by and among those persons or entities who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “Member” and collectively, the “Members”).

RECITALS

WHEREAS, The Company was formed as a Massachusetts limited liability company on the 28th day of October, 2020, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C; and

WHEREAS, as of September 27, 2023, the original Owner of all of Class B Units have returned their Units to the Company; and

WHEREAS, Owner of Class A Units desires to enter into a subscription agreement to re-issue of all Class B Units to Members set forth in Schedule A; and

WHEREAS, New Members of Class B Units desire to amend and restate this Agreement; and

WHEREAS, the Members and the Company agree that the membership in and management of the Company shall hereinafter be governed by the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“Additional Capital” means any additional Capital Contributions contributed to the Company in accordance with Section 5.02(c).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affected Member” has the meaning set forth in Section 4.11.

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Agreement” means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, bylaws, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“Bankruptcy” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit

of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

"Board" has the meaning set forth in Section 8.01.

"Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3).

"Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of each such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(ii) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(iii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g);

provided, that adjustments pursuant to clauses (i), (ii) and (iii) above need not be made if the Board reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member. Furthermore, the Book Values of the Company's assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times: (x) in connection with the issuance by the Company of a "noncompensatory option" within the meaning of Regulations Sections 1.721-2(f) and 1.761-3(a) other than for a de minimis Membership Interest, and (y) immediately after the exercise of any noncompensatory option in accordance with Regulations Section 1.704-1(b)(2)(iv)(s); provided that the adjustment resulting from the event described in clause (x) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon an adjustment to the capital accounts pursuant to this paragraph, the Company shall adjust the Book Values of the Company's assets as determined for purposes of maintaining the Capital Accounts in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Boston are authorized or required to close.

"Cannabis Code" means any laws, statutes, regulations, ordinances, bylaws, rules, etc. promulgated or enacted by state or local jurisdiction in which the Company or its subsidiaries have operations pertaining to cannabis cultivation, dispensing, sale, storage, manufacturing, distribution, transporting, testing or other commercial cannabis activities within its respective jurisdiction.

"Cannabis Regulatory Body" means all applicable state and local licensing and permitting authorities with authority under a Cannabis Code, as the case may be.

"Cannabis Courier Establishment" as meaning provided in the Cannabis Code.

“Cannabis Delivery Operator Establishment” as meaning provided in the Cannabis Code.

“Cannabis Retail Store” as meaning provided in the Cannabis Code.

“Capital Account” has the meaning set forth in Section 5.03.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the initial Book Value of any property (net of liabilities assumed by the Company resulting from such contribution and liabilities to which the property is subject) contributed to the capital of the Company by such Member (excluding any advances or loans of Members), each as determined and updated from time to time by the Board.

“Certificate of Organization” has the meaning set forth in the Recitals.

“Change of Control” means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers (or the board of directors (or its equivalent) of the resulting entity or its parent company).

“Class A Manager” has the meaning set forth in Section 8.02(a).

“Class A Units” means the Units authorized by Section 3.02 having the rights and privileges as provided for in this Agreement.

“Class B Manager” has the meaning set forth in Section 8.02(b).

“Class B Units” means the Units authorized by Section 3.03 having the rights and privileges as provided for in this Agreement.

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

“Company” has the meaning set forth in the Preamble.

“Company Level Tax” has the meaning set forth in Section 11.01(g).

“Company Minimum Gain” means “partnership minimum gain” as defined in Section 1.704-2(b)(2) of the Treasury Regulations, substituting the term “Company” for the term “partnership” as the context requires.

“Company Opportunity” has the meaning provided in Section 4.14.

“Company Subsidiary” means a Subsidiary of the Company.

“Confidential Information” has the meaning set forth in Section 10.01(a).

“Covered Person” has the meaning set forth in Section 13.01(a).

“Deemed Liquidation Event” means each of the following events:

- (a) a merger or consolidation in which
 - (i) the Company is a constituent party or
 - (ii) a Material Subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a Material Subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Units or other securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity of (1) the surviving or resulting entity; or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity;
- (b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (including, without limitation, the cannabis business licenses of the Company and its Subsidiaries), or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more Subsidiaries of the Company if substantially all of the assets or business of the Company and its subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company; or
- (c) A transaction or series of transactions that otherwise results in a Change of Control.

“Deemed Liquidation Event Proceeds” means the proceeds of the Company from a Deemed Liquidation Event, reduced by (a) all expenses associated with such transaction (including investment banking fees, attorneys fees and other professional advisor fees); (b) all payments of principal, interest and other charges in respect of any indebtedness refinanced and any other indebtedness discharged with such proceeds (including with respect to any Members loans); and (c) all reasonable reserves required by the Company as reasonably determined by the Board with respect to such Deemed Liquidation Event or to wind-up the Company.

“Designated Individual” has the meaning set forth in Section 11.01.

“Distribution” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units or Unit Equivalents; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member’s capacity as a Service Provider for the Company or a Company Subsidiary. “Distribute” when used as a verb shall have a correlative meaning.

“Economic Empowerment Priority Applicant” has the meaning provided in the Cannabis Code.

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Board. In making such estimate, the Board shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Board are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excess Amount” has the meaning set forth in Section 7.03(c).

“Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

“Financing Document” means any credit agreement, guarantee, financing or security agreement or other agreements or instruments governing indebtedness of the Company or any of the Company Subsidiaries.

“Fiscal Year” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“Forfeiture Allocations” has the meaning set forth in Section 6.02(e).

“Fully Diluted Basis” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the

time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“Host Community Agreement” as meaning provided in the Cannabis Code.

“Host Community Impact Fees” as meaning provided in the Cannabis Code.

“Indemnifying Member” has the meaning set forth in Section 11.01Section 11.01(g).

“Joinder Agreement” means the joinder agreement in form attached hereto as Exhibit A.

“Liquidator” has the meaning set forth in Section 12.03(a).

“Losses” has the meaning set forth in Section 13.03(a).

“Manager” has the meaning set forth in Section 8.01.

“Marijuana Courier Establishment” as meaning provided in the Cannabis Code

“Marijuana Delivery Operator” as meaning provided in the Cannabis Code.

“Marijuana Establishment” has the meaning provided in the Cannabis Code, including meanings not listed in this Agreement.

“Marijuana Retail Establishment” has meaning provided in the Cannabis Code.

“Material Subsidiary” means any subsidiary or combination of subsidiaries making up materially all of the business of the Company.

“Member” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement, the Prior Agreement or a joinder thereto; and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company’s books and records as the owner of one or more Units. The Members shall constitute the “members” of the Company..

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Treasury Regulation Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in Section 3.01.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company in accordance with this Agreement; (b) to a Distribution in accordance with this Agreement; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

“Minority-Owned Business” has the meaning provided in the Cannabis Code.

“Misallocated Item” has the meaning set forth in Section 6.05.

“Net Income” and “Net Loss” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

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

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"Officers" has the meaning set forth in Section 8.08.

"Other Business" has the meaning provided in Section 4.14.

"Partnership Tax Audit Rules" means Code §§6221 through 6241, as amended by the Bipartisan Budget Act of 2015, together with any guidance issued thereunder (including Treasury Regulations promulgated thereunder) or successor provisions and any similar provision of state or local tax laws.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Priority Applicant" has the meaning provided in the Cannabis Code.

"Quarterly Estimated Tax Amount" of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) a quarter ($\frac{1}{4}$) in the case of the first calendar quarter of the Fiscal Year, half ($\frac{1}{2}$) in the case of the second calendar quarter of the Fiscal Year, three-quarters ($\frac{3}{4}$) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (b) the Member's Estimated Tax Amount for such Fiscal Year over (ii) all Distributions previously made during such Fiscal Year to such Member.

"Regulatory Allocations" has the meaning set forth in Section 6.02(d).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"ROFR Election" has the meaning set forth in Section 9.02.

“ROFR Notice” has the meaning set forth in Section 9.02.

“ROFR Period” has the meaning set forth in Section 9.02.

“ROFR Price” has the meaning set forth in Section 9.02.

“Securities Act” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

“Social Equity Applicant” has the meaning provided in the Cannabis Code.

“Shortfall Amount” has the meaning set forth in Section 7.03(b).

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“Tax Advance” has the meaning set forth in Section 7.03(a).

“Tax Amount” of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

“Tax Rate” for any period, means the highest marginal blended federal, state and local tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in Boston, Massachusetts, taking into account for federal income tax purposes, the deductibility of state and local taxes and any applicable limitations on such deductions.

“Tax Representative” has the meaning set forth in Section 11.01.

“Taxing Authority” has the meaning set forth in Section 7.04(b).

“Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Units.

“Transfer” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person. “Transfer” when used as a noun shall have a correlative meaning. “Transferor” and “Transferee” mean a Person who makes or receives a Transfer, respectively.

“Transferring Class A Member” has the meaning set forth in Section 9.02.

“Treasury Regulations” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“Unallocated Item” has the meaning set forth in Section 6.05.

“Unit” means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Class A Units and Class B Units; provided, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

“Unit Equivalents” means any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for Units, and any option, warrant or other right to subscribe for, purchase or acquire Units.

“Unreturned Additional Capital” means, with respect to any Member, on any date, an amount equal to the excess, if any, of: (a) the aggregate Additional Capital contributed by a Member to the Company, over (b) the aggregate amount of all Distributions made (or deemed made) to such Member in return of such Additional Capital pursuant to this Agreement, regardless of the source, kind or character.

“Unreturned Capital” means, with respect to any Member, on any date, an amount equal to the excess, if any, of: (a) the aggregate initial and, except as set forth in Section 5.02 below with respect to Additional Capital, any other additional Capital Contributions made by such Member to the Company, over (b) the aggregate amount of all Distributions made (or deemed made) to such Member in return of such Capital Contributions pursuant to this Agreement, regardless of the source, kind or character.

“Withholding Advances” has the meaning set forth in Section 7.04(b).

“Women-Owned Business” has the meaning provided in the Cannabis Code.

Section 1.02 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, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute 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 II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on October 28, 2020 upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

Section 2.02 Name. The name of the Company is “Sugarloaf Cambridge Cannabis, LLC” or such other name or names as the Board may from time to time designate; provided, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC” The Board shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company shall be the office as designated on the Certificate of Organization, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Board may designate from time to time in the manner provided by Applicable Law.

Section 2.05 Purpose; Powers.

(a) The purpose of the Company shall be as provided in the Company’s Certificate of Organization, as amended from time to time.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of State of the Commonwealth of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a state law partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, distribution priorities, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the “Members Schedule”), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 3.02 Authorization and Issuance of Class A Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as “Class A Units”. Notwithstanding the foregoing, Class A Units may only be issued to (a) Economic Empowerment Priority Applicants or Social Equity Program Participants, (b) individuals that would qualify to receive Economic Empowerment Priority Applicant or Social Equity Program Participant status, or (c) entities for which all of its owners and interest holders are individuals that would qualify to receive Economic Empowerment Priority Applicant or Social Equity Program Participant status. As of the date hereof the number of Class A Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 3.03 Authorization and Issuance of Class B Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as “Class B Units”. As of the date hereof, the number of Class B Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 3.04 Other Issuances. In addition to the Class A Units and Class B Units, the Company is hereby authorized, subject to compliance with Article IV, Section 8.05, and all other terms of this Agreement, to authorize and issue or sell to any Person any of the following (collectively, “New Interests”): (i) any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Class A Units or Class B Units but having different rights. The Board is hereby authorized, subject to Section 14.10, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 3.05 Limitations on Issuances of Units. Notwithstanding the foregoing, the Company shall not, and neither the Members nor the Managers may cause the Company to, issue Units if such issuance would jeopardize the Company’s status as an Economic Empowerment Priority Applicant, Social Equity Program Participant, or otherwise jeopardize the business licenses or permits of the Company. Any purported issuance of Units in violation of this Section 3.05 shall be null and void.

Section 3.06 Nature of Interest. The Units of the Company held by the Members shall be securities governed by Article 8 of the Massachusetts Uniform Commercial Code pursuant to Section 8130(C) of the Massachusetts Uniform Commercial Code.

Section 3.07 Certification of Units.

(a) The Board in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Board shall issue certificates representing Units in accordance with Section 3.07(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND

LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND LAWS.

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) Subject compliance with the terms of this Agreement, New Members may be admitted from time to time in connection with an issuance of Units by the Company and in connection with a Transfer of Units.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Board and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Board shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

(c) Notwithstanding anything else contained herein, a Person not already a Member of the Company may only be admitted as a Member, and the Members and Managers may only cause a Person not already a Member of the Company to be admitted as a Member, if such Person is qualified under the Cannabis Code to have an ownership or economic interest in the Company and the addition of such Person as a Member would not jeopardize the Company's status as an Economic Empowerment Priority, Social Equity Program Participant, or otherwise jeopardize the business licenses or permits of the Company. Any purported admission of a Member in violation of this Section 4.01(c) shall be null and void.

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, admitted pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of this Agreement have been complied with;

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(c) 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;

(d) 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;

(e) 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;

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

(g) 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;

(h) 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);

(i) 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;

(j) Such Member is, or, if such Member is an entity, the owners of such Member are, permitted by this Agreement to hold an interest in the Company pursuant to Section 4.01(c) and are eligible to hold an interest in the Company pursuant to the Cannabis Code;

(k) With respect to Members holding Class A Units,

(i) each such Member is (a) an Economic Empowerment Priority Applicant or Social Equity Program Participant (b) qualified to receive Economic Empowerment Priority Applicant or Social Equity Program Participant status, or (c) an entity for which all of its owners and interest holders are individuals that would qualify to receive Economic Empowerment Priority Applicant or Social Equity Program Participant status; and

(ii) each such Member that is an entity has included appropriate provisions within its organizational documents to ensure that the representation and warranty included in this Section 4.02(k) remains true; and

(l) Such Member acknowledges that commercial cannabis activities, such as the business of the Company, are prohibited by federal law.

(m) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any subscription agreement.

Section 4.03 No Personal Liability. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Section 4.05 Death. With respect to any Member that is a natural Person, the death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; provided, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement, and provided further that such Transfer does not jeopardize the Company's status as an Economic Empowerment Priority Applicant, Social Equity Program Participant, or otherwise jeopardize the business licenses or permits of the Company. In the event that such heirs are not eligible to be Members of the Company pursuant to Section 4.01(c), such Units shall not Transfer to such heirs, and the Company shall negotiate in good faith with the estate of the decedent Member to execute agreements and documentation necessary to effect a Transfer or other disposition of such Units in a manner to maintain the Company's status as an Economic Empowerment Priority Applicant, Social Equity Program Participant or otherwise jeopardize the business licenses or permits of the Company.

Section 4.06 Voting. Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.10) or as otherwise required by Applicable Law, each Member shall be entitled to one vote per Unit on all matters upon which the Members have the right to vote under this Agreement;; and

Section 4.07 Meetings. For any matter for which the Members are specifically authorized or required to act or consent pursuant to this Agreement or applicable law, either as a whole or on a class by class basis, the Members may take such action by a vote of the Members holding seventy-five percent (75%) of the Units entitled to vote on such matter at a meeting, provided, however, that any meeting of the Members may only be called unanimously by the Members entitled to vote at such meeting.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, unanimously by Members entitled to vote on such matter. A record shall be maintained by the Board of each such action taken by written consent of the Members.

Section 4.09 Power of Members. The Members shall only have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company or to manage or operate the affairs of the Company.

Section 4.10 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 4.11 Automatic Divestiture. During anytime while the Company holds a local or state license pursuant to the Cannabis Code, in the event a Member or a member of an entity that is a Member of Company is no longer qualified pursuant to the Cannabis Code to hold an ownership or economic interest in the Company, then all interests of that Member in the Company (the “Affected Member”) will automatically and immediately terminate, and the Affected Member will cease to be a Member, provided, however, that if the Affected Member is a corporate entity and the Affected Member’s disqualification from holding an ownership or economic interest in a Marijuana Establishment is due to a member, shareholder, or officer of the Affected Member, the Affected member shall have an option to redeem its share and shall be restored to its ownership position before the divestiture if the Affected Member provides evidence satisfactory to the Manager that the member, shareholder, or officer that cause such disqualification or condition has been removed. Notwithstanding the foregoing, the automatic divestiture provided by this Section may be waived by a majority vote of the Members, without regard to the Affected Member.

Section 4.12 Settling of Accounts Following Automatic Divestiture. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The

Company and the Affected Member shall determine the fair market value of the Affected Member's Units by a mutually-agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member's Units is determined, the Company shall deliver a note (the "Payoff Note") to the Affected Member for one hundred percent (100%) of the value determined by the appraisal or the average of the appraisals. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

Section 4.13 Class A Member Restrictions. Each Member that holds Class A Units and is an entity agrees that it shall not permit its ownership structure or make-up to exist in such a manner, or otherwise take any action, that would disqualify the Company from maintaining its status as an Economic Empowerment Priority Applicant or Social Equity Program Participant. In the event that a holder of Class A Units violates this Section 4.13, then, at the election of Members holding a majority of the Class B Units, such Member shall be an Affected Member pursuant to Section 4.11.

Section 4.14 Other Business Activities.

(a) Except as provided in Section 4.14(b), the Members and the Company expressly acknowledge and agree that, subject to the Cannabis Code: (i) the Members, and the owners and interest holders of such Members, are permitted to have, and may presently or in the future have, investments or other business or strategic relationships, ventures, agreements or other arrangements with entities other than the Company that are engaged in the same or similar business as the Company, or that are or may be competitive with the Company (any such other investment or relationship, an "Other Business"); (ii) none of the Members will be prohibited by virtue of their investment in the Company from pursuing and engaging in any Other Business; (iii) none of the Members will be obligated to inform the Company or any other Member of any opportunity, relationship or investment in any Other Business (a "Company Opportunity") or to present any Company Opportunity to the Company, and the Company hereby renounces any interest in any Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (iv) nothing contained herein shall limit, prohibit or restrict any Member from serving on the board of directors or other governing body or committee of any Other Business; and (v) no other Member will acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any other Member. The Members and the Company expressly authorize and consent to the involvement of any Member in any Other Business; *provided*, that any transactions between the Company and any Other Business will be on terms no less favorable to the Company than would be obtainable in a comparable arm's-length transaction. The

Members and the Company each expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Member or to assert that such involvement constitutes a conflict of interest by the Member participating in the Other Business with respect to the Company or any other Member.

(b) No Member nor any owner or interest holder of such Member may, without the unanimous consent of the Board, participate in any Other Business that sells, transports, or delivers cannabis directly to consumers in the Commonwealth of Massachusetts, provided, however that such consent shall not be required if the applicable interest in such Other Business amounts to less than a ten percent (10%) equity or voting interest in such Other Business, and the applicable Member or interest holder of such Member is not a Person or Entity with Direct or Indirect Control of such Other Business, as defined in the Cannabis Code.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Initial Capital Contributions. Each Member owning Units has made Capital Contributions and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Member's name on the Members Schedule as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board and in connection with an issuance of Units made in compliance with Article IX.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 5.03 and other provisions of this Article V. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and additional Capital Contributions, if any;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property Distributed to such Member pursuant to Article VII and Section 12.03(c);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) The rules of Treasury Regulations Section 1.704-1(b)(2)(iv)(d) (with respect to the maintenance of capital accounts in connection with the exercise of a noncompensatory option) shall be incorporated by reference and shall be given effect in the maintenance of the Capital Accounts.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with and only as permissible under the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to Article VI, Article VII and Article VIII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Intent and Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual and/or gross items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after adjusting each Member's Capital Account for all Capital Contributions and Distributions made during such Fiscal Year (or portion thereof) and after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member (which may be either a positive or negative balance), immediately after making such adjustments and allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 12.03(c)(iii) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c)(iii), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net

decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the “minimum gain chargeback” requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) The allocations set forth in paragraphs (a) (b) and (c) above (the “Regulatory Allocations”) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(e) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) (“Forfeiture Allocations”) result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and such permissible method(s) under

Treasury Regulations Section 1.704-3 as determined by the Tax Representative so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Tax Representative taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with such permissible methods as set forth and in accordance with Treasury Regulations Section 1.704-3 and this Agreement.

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article IX Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method, provided, however, that the Board may, in its sole discretion, elect to make such allocations on a pro rata basis.

Section 6.05 Curative Allocations. In the event that the Tax Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Article VI (an "Unallocated Item"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "Misallocated Item"), then the Board may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; provided, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and provided, further, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02 and Section 7.03, the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, except for an annual distribution, unless the Board decides to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations to third parties and Members (as applicable), capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

Section 7.02 Priority of Distributions.

(a) Distributions from Operations. After making all Distributions required for a given Fiscal Year under Section 7.03, and except as otherwise provided in Section 7.02(b) or Section 12.03(c), all Distributions determined to be made by the Board pursuant to Section 7.01 shall be made to the Class A and Class B Members equally..

(b) Distributions from Deemed Liquidation Events. Except as otherwise provided in Section 7.06, upon the occurrence of a Deemed Liquidation Event, the Deemed Liquidation Event Proceeds therefrom shall be Distributed to the Members, as soon as reasonably practical following receipt by the Company of such Deemed Liquidation Event Proceeds, in the following order and priority:

(i) To the Members, pro rata in proportion to their Unreturned Capital, until the Members have received aggregate Distributions under this section sufficient to cause each such Member's Unreturned Capital to equal zero; and

(ii) Thereafter, pro rata in proportion to each Member's aggregate holdings of Units.

Section 7.03 Tax Distributions.

(a) Subject to any restrictions in any of the Company's and/or any Company Subsidiary's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's and/or the Company Subsidiaries' obligations, at least seven (7) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the

Company shall Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), the Company shall Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 60th day of the next succeeding Fiscal Year; provided, that if the Company has made Distributions other than pursuant to this Section 7.03, the Board may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.03 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.03, except to the extent taken into account as an advance pursuant to Section 7.03(d).

(d) For avoidance of doubt, any Distributions made pursuant to this Section 7.03 shall be treated as advances on Distributions payable to the applicable Member pursuant to Section 7.02 and shall reduce the amount otherwise Distributable to such Member pursuant to Section 7.02 or Section 12.03(c). Further, the amount to be Distributed as a tax Distribution in respect of any Fiscal Year pursuant to this Section 7.03 shall be computed as if any Distributions made pursuant to Section 7.02 during such Fiscal Year were a tax Distribution in respect of such Fiscal Year, with the understanding that the Company shall not make a tax Distribution in respect of any Fiscal Year to the extent any Distributions made pursuant to Section 7.02 during such Fiscal Year exceeds the Tax Amount of the Member in respect of such Fiscal Year.

(e) Any good faith determination of the amount of a tax Distribution made by the Board pursuant to this Section 7.03 shall be conclusive and binding on all Members absent manifest error.

Section 7.04 Tax Withholding; Withholding Advances.

(a) Tax Withholding. If requested by the Board, each Member shall, if able to do so, deliver to the Board:

(i) any applicable IRS forms or an affidavit in form satisfactory to the Board that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law;

(ii) any certificate that the Board may reasonably request with respect to any such laws; and/or

(iii) any other form or instrument reasonably requested by the Board relating to any Member's status under such law.

(iv) If a Member fails or is unable to deliver to the Board the IRS form or affidavit described in Section 7.04(a)(i), the Board may withhold amounts from such Member in accordance with Section 7.04(b).

(b) Withholding Advances. The Company is hereby authorized at all times to make payments ("Withholding Advances") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "Taxing Authority") with respect to any Distribution or allocation by the Company of income or gain to such Member and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.04(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Board, shall be charged against the Member's Capital Account in accordance with this Agreement.

(c) Repayment of Withholding Advances. Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in the Wall Street Journal on the date of payment:

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account); or

(ii) with the consent of the Board, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account).

Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

(d) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.04(d) and the obligations of a Member pursuant to Section 7.04(c) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(e) Overwithholding. Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.05 Distributions in Kind.

(a) The Board is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the Members pursuant to Section 7.02.

(b) Any Distribution of securities shall be subject to such conditions and restrictions as the Board determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Board may require that the Members execute and deliver such documents as the Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further Transfer of the Distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

(c) Upon any such Distribution, such Fair Market Value of the non-cash assets Distributed will be debited against the each applicable Member's respective Capital Account at such Fair Market Value, and any such Distributions shall be deemed for purposes of determining Net Profits or Net Losses (if any) to have been sold by the Company for an amount equal to such Fair Market Value and any such deemed Net Profits or Net Losses shall be allocated to the Members' respective Capital Accounts in accordance with this Agreement.

Section 7.06 Distributions Upon Deemed Liquidation Event Resulting in Dissolution. In the event of a Deemed Liquidation Event that results in a dissolution of the Company, the Board shall distribute the proceeds of such Deemed Liquidation Event in the manner provided in Section 12.03(c).

ARTICLE VIII MANAGEMENT

Section 8.01 Establishment of the Board. A board of managers of the Company (the “Board”) is hereby established and shall be comprised of natural Persons (each such Person, a “Manager”) who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 8.02 Board Composition; Vacancies.¹ The Company and the Members shall take such actions as may be required to ensure that the number of managers constituting the Board is at all times three (3), comprised as follows, unless otherwise modified by the Members in accordance with Section 8.05(d)(i):

(a) The Members holding Class A Units shall be entitled to appoint one (1) Manager (the “Class A Manager”). The initial Class A Manager shall be Flavia Hungaro . The Class A Manager shall hold office until his or her resignation, removal from office as hereinafter provided, or death or incapacity. The Class A Manager may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding Class A Units. The Class A Manager may resign at any time by written notice thereof to the Members and the other Managers. Any vacancy occurring in a Class A Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding Class A Units.

(b) The Members holding Class B Units shall be entitled to appoint two (2) Managers (the “Class B Managers”). The initial Class B Managers shall be Siuanna Khachatryan and Scott B. Rubin. The Class B Managers shall hold office until their resignation, removal from office as hereinafter provided, or death or incapacity. The Class B Manager may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding Class B Units. The Class B Manager may resign at any time by written notice thereof to the Members and the other Managers. Any vacancy occurring in a Class B Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding Class B Units.

(c) In the event that the Members shall fail to designate in writing a representative to fill a vacant Manager position on the Board, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by an individual designated by the other

Manager(s) then in office that were appointed by the same class of Members entitled to fill such vacancy; provided, that such individual shall be removed from such position if and when the Members entitled to fill such vacancy, by majority vote, so direct and simultaneously designate a new Manager.

Section 8.03 Removal; Resignation.

(a) A Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of a majority of the Members entitled to appoint such Manager.

(b) A Manager may resign at any time from the Board by delivering his written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Meetings.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of any Manager upon at least five days' written notice (if the meeting is to be held in person) or one day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 8.05 Quorum; Manner of Acting.

(a) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board, provided, however, that a quorum shall require at least one Class A Manager and at least two Class B Managers. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board

must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. Except as provided in Section 8.05(d) and Section 8.08, with respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

(d) Actions Requiring Approval of Members. Notwithstanding anything to the contrary herein, the Company shall not enter into any commitment, without the written approval of the Members holdings at least seventy-five percent (75%) of the Units, to:

(i) Amend this Agreement;

(ii) Make any material change to the business of the Company or authorize the Company to enter into a new line of business;

(iii) Authorize the issuance of Units;

(iv) Admit new Members to the Company;

(v) Incur any indebtedness, pledge or grant liens on any assets or guaranty, or assume, endorse or otherwise become responsible for the obligations of any other person or entity, in each case in excess of five thousand United States Dollars (\$5,000.00 USD), except to the extent approved or authorized in the budget of the Company, if any;

(vi) Make any loan, advance, or capital contribution to or in any person or entity in excess of five thousand United States Dollars (\$5,000.00 USD), except to the extent approved or authorized in the budget of the Company, if any;

(vii) Enter into, amend in any material respect, waive, or terminate any agreement, arrangement, or understanding between the Company and any Member or any affiliate of a Member or any officer or employee of the Company (a “Related Party Agreement”) other than the entry into a Related Party Agreement that is on an arm’s length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(viii) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of equity or sale of assets) of any material portion of the Company's assets, other than sales of inventory in the ordinary course of business consistent with past practice;

(ix) Settle any lawsuit, action, dispute or other proceeding, or otherwise assume any liability, with a value in excess of five thousand United States Dollars (\$5,000.00);

(x) Initiate or consummate an initial public offering or convert the Company to a C corporation;

(xi) Make any investments in excess of five thousand United States Dollars (\$5,000 USD) in each occurrence or in the aggregate in a series of related transactions, except to the extent approved or authorized in the budget of the Company, if any;

(xii) Approve any business plan for the Company, or any modifications to or material deviations therefrom;

(xiii) Dissolve, wind-up, or liquidate the Company;

(xiv) Initiate any bankruptcy proceeding;

(xv) Take any action that would result, or would reasonably be likely to result, in a violation of the Cannabis Code;

(xvi) Hire executive staff other than such positions set forth in Section 8.08;

(xvii) Enter into, amend, or terminate any contract, agreement, or arrangement with any person or entity that could have a value in excess of five thousand United States Dollars (\$5,000.00) other than purchase of inventory in the ordinary course of business; or

(xviii) Enter into a binding agreement to do any of the foregoing.

(e) Deadlock.

(i) If at two (2) successive meetings of the Board, the Managers are unable to reach a decision by the required vote regarding a Fundamental Issue submitted for consideration by the Board at such meetings (a "Deadlock"), the Board shall refer the matter subject to the Deadlock to the Members, who shall attempt to resolve such matter within twenty (20) days after referral to them of the Deadlocked issue (or, if mutually agreed by the Members, a longer period of time). Any resolution agreed to by the Members holding at least seventy-five percent

(75%) of the Units shall be final and binding on the Company and the Members. If the Members are unable reach agreement as to the Fundamental Issue within the time period set forth in this Section (including any agreed extensions), the Deadlock shall be mediated (the "Mediation") within fifteen (15) Business Days from the date a written request for mediation is made by any Member. The Mediation shall take place in Boston, Massachusetts and shall be in English. The Mediation shall be conducted before a single mediator to be agreed upon by the Members. If the Members cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all the Members shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the Members.

(ii) During the continuation of any Deadlock, the Company shall continue to operate in a manner consistent with its prior practices and this Agreement until such time as such Deadlock is resolved. If the Deadlock is with respect to the approval of the Company's annual business plan or budget, the Company shall operate its business in accordance with the business plan or budget then in effect; provided, that all monetary line items set forth therein shall be increased by five percent (5%).

Section 8.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either (a) a written consent of the number of Managers required to take such action at a meeting shall approve such action; provided, that prior written notice of such action is provided to all Managers at least one day before such action is taken, or (b) a written consent constituting all of the Managers on the Board shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Massachusetts.

Section 8.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for its reasonable out-of-pocket expenses incurred in the performance of its duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section 8.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.08 Officers.

(a) Election. The Class B Managers may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the

Company and the Class B Managers may delegate to such Officers such power and authority as such Managers deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company.

(b) Tenure; Vacancy. Each Officer shall hold office until his successor is designated by the Class B Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Class B Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Class B Manager. Officers shall only have those powers specifically delegated and authorized by the Class B Manager. If for any reason the Class B Members fail to fill a vacancy in an Officer position, and such failure shall continue for at least thirty (30) days, then the Members holding a majority of the Class B Units may fill such vacancy.

(c) Chief Executive Officer and Vice President. The Members and the Managers hereby delegate to the office of the Chief Executive Officer of the Company the authority and duties of the general charge and supervision of the business of the Company. Any Vice Presidents will have duties as will be designated from time to time by the Chief Executive Officer.

(d) Treasurer and Assistant Treasurers. The Members and the Managers hereby delegate to the office of the Treasurer the authority and duties of the chief financial officer of the Company and will be in charge of its funds and valuable papers, and will have such other duties and powers as may be designated from time to time by the Chief Executive Officer. If no Controller is elected, the Treasurer (or if no Treasurer is elected, the Chief Executive Officer) will also have the duties and powers of the Controller. Any Assistant Treasurers will have such duties and powers as will be designated from time to time by the Chief Executive Officer or the Treasurer.

(e) Controller and Assistant Controllers. The Members and the Managers hereby delegate to the office of the Controller the authority and duties of the chief accounting officer of the Company, who shall be in charge of its books of account and accounting records, and of its accounting procedures. The Controller will have such other duties and powers as may be designated from time to time by the Chief Executive Officer or the Treasurer. Any Assistant Controller will have such duties and powers as will be designated from time to time by the Chief Executive Officer, the Treasurer or the Controller.

(f) Secretary and Assistant Secretaries. The Members and the Managers hereby delegate to the office of the Secretary the authority and duties typically attributable to the secretary, including keeping records all proceedings of the Managers, Officers, and Members in a book or series of books to be kept therefor and will file therein all actions by written consent of such individuals. In the absence of the Secretary from any meeting, an Assistant Secretary, or if no Assistant Secretary is present, a temporary secretary chosen at the meeting, will record the proceedings thereof. The Secretary will keep or cause to be kept records, which will contain the names and record addresses of all Members, Managers,

and Officers. The Secretary will have such other duties and powers as may from time to time be designated by the Chief Executive Officer. Any Assistant Secretaries will have such duties and powers as will be designated from time to time by the Chief Executive Officer or the Secretary.

Section 8.09 No Personal Liability. Except as required by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer. The Members may not transfer their Units without the consent of the Members holding seventy-five percent (75%) of the Units, and no Transfer may occur unless in compliance with Section 4.01(c). Notwithstanding the foregoing, no Member may transfer its Units to any transferee that would, upon becoming a Member, be an Affected Member as described in this Agreement, and any such purported transfer shall be and is null and void.

Section 9.02 Right of First Refusal. Prior to any Member transferring any Class A Units, such transferring Member (the “Transferring Class A Member”) shall first provide the Members holding Class B Units with written notice (the “ROFR Notice”) of such proposed transaction, which notice shall include the identity of the proposed Transferee, the number of Class A Units proposed to be sold, and the price per Class A Unit to be sold in such proposed transaction. The ROFR Notice shall constitute an irrevocable offer to sell to the Members holding Class B Units all of the Class A Units proposed to be sold in the transaction at a price equal to eighty-five percent 85% of the price provided in the ROFR Notice (the “ROFR Price”). Each Member holding Class B Units may at their sole discretion, within thirty (30) days of receipt of the ROFR notice (the “ROFR Period”), elect to purchase some or all of such Class B Units at the ROFR Price by providing written notice to the Transferring Class A Member (the “ROFR Election”). In the event that multiple Members holding Class B Units make a ROFR Election electing to purchase, in the aggregate, more Class A Units than are offered in the ROFR Notice, then the Members making a ROFR Election shall be entitled to purchase such Class A Units pro rata based on the ratio of the respective holdings of Class B Units of such electing Members. In the event that no Class B Members have provided ROFR Elections to the Transferring Class A Member during the ROFR Period, then the Transferring Class A Member may sell Class A Units on the terms described in the ROFR Notice, provided, however, that if such transaction does not close within ninety (90) days of the end of the ROFR Period, then the Transferring Class A Member may not transfer Class A Units without first complying with this Section 9.02.

ARTICLE X CONFIDENTIALITY

Section 10.01 Confidentiality.

(a) In pursuit of the Company's business (the "Authorized Use"), certain trade secrets and business information proprietary to each Member and which each Member considers to be Confidential Information (as hereinafter defined) may be provided to one Member or the Company, and its affiliates ("Receiving Party") by another Member, and its affiliates ("Disclosing Party"). This Section 10.01 is intended to allow the parties to have open discussions regarding the Confidential Information, while still affording complete protection of the Disclosing Party's Confidential Information against disclosure or unauthorized use.

(b) "Confidential Information" means any Disclosing Party confidential or proprietary information, whether marked as confidential or not, in the form of notes, documents, materials, correspondence, or any other form, and anything derived from the foregoing, relating to: (i) the Disclosing Party's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information, (ii) proprietary information relating to the Disclosing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, standard operating procedures (SOP's) product pricing and marketing, financial or other strategic business plans or information, disclosed to Receiving Party by the Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, (iii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions; and (iv) the Disclosing Party's "Trade Secrets" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" shall *not* include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

(c) Non-Disclosure of Confidential Information. Other than with respect to disclosures by the Company to a Cannabis Regulatory Body in connection with the pursuit of the Company's business, the Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties

of the Confidential Information of the Disclosing Party. The Receiving Party shall only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a “need to know” basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party. Each Party shall specifically inform each of its representatives, employees and agents who receive any Confidential Information of the other Party hereunder of the obligations created by this Agreement and obtain the written acknowledgment from each such person or entity, who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or representatives.

(d) Ownership of Confidential Information. Notwithstanding anything else contained herein, unless otherwise provide in a separate agreement all Confidential Information shall remain the property of the Disclosing Party and shall be held in trust by the Receiving Party for the Disclosing Party unless otherwise provided in a separate agreement. Nothing in this Agreement shall be construed as granting any rights to Receiving Party under any patent or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Disclosing Party’s Confidential Information, except the limited right to review such Confidential Information solely for the Authorized Purpose.

(e) Required Disclosure. Other than with respect to disclosures to a Cannabis Regulatory Body in connection with the pursuit of the Company’s business, if the Receiving Party becomes legally required to disclose any Confidential Information, the Receiving Party will, to the extent permitted by Applicable Law, give the Disclosing Party prompt notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Receiving Party will fully cooperate with the Disclosing Party in connection with the Disclosing Party’s efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

(f) Return of Confidential Information. The Receiving Party shall, immediately upon the earlier of (i) the Disclosing Party or Receiving Party no longer being a Member of the Company and (ii) the dissolution of the Company, discontinue use of the Confidential Information of the Disclosing Party and return within 10 days of receipt of notice from the Disclosing Party requesting the return of the Disclosing Party’s Confidential Information all tangible forms of such Confidential Information, and all copies thereof, which may be or have been in the Receiving Party’s possession. Except as otherwise required by law, the Receiving Party shall promptly redeliver or destroy all

material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions of such written material. Subject to the foregoing exceptions, all documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. If Confidential Information is destroyed, the Receiving Party will provide written certification signed by one of its senior officers that such Confidential Information has been destroyed.

(g) Term. The restrictions on use and disclosure of Confidential Information shall continue indefinitely and shall survive the termination of this Agreement or any event in which a Member ceases to be a Member of the Company.

(h) Injunctive Relief. The Receiving Party acknowledges and agrees that the breach by it of any of the Receiving Party's confidentiality obligations hereunder may cause serious and irreparable harm to the Disclosing Party which could not adequately be compensated for in damages. Each of the Parties therefore consents to an order specifically enforcing the provisions of this Agreement, or an order of injunction being issued against it restraining it from any further breach of such provisions and agrees that such injunction may be issued against it without the necessity of an undertaking as to damages by the other Party. The provisions of this section shall not derogate from any other remedy which a Party may have in the event of such a breach.

(i) Indemnification. The Receiving Party shall indemnify the Disclosing Party the officers, members, employees, agents, successors and assigns of the Disclosing Party for any and all damages incurred as a result of any breach hereof by the receiving party and/or any employee or agent of the Receiving Party.

ARTICLE XI

ACCOUNTING; TAX MATTERS

Section 11.01 Income Tax Audits.

(a) For each year in which the Company is subject to the Partnership Tax Audit Rules, the Company shall designate a qualified representative to serve as the "partnership representative" of the Company within the meaning of Code section 6223, as amended by the Partnership Tax Audit Rules (the "Tax Representative"). Tax Representative shall have sole authority to act on behalf of the Company for purposes of the Code and the Partnership Tax Audit Rules and any comparable provisions of state or local income tax laws with respect to the taxable year(s) such Person was designated to serve in such capacity, until such Person resigns or is replaced by the Board in accordance with the provisions of Section 11.01(b). If the Tax Representative is an entity rather than an individual, the Tax Representative shall appoint an individual who meets the requirements of the Partnership Tax Audit Rules to serve as the "designated individual" (the "Designated Individual") to act on behalf of the Tax Representative for the Company, which appointment shall be deemed to be the appointment of the Company. For purposes of this Section 11.01, unless

otherwise specified, all references to provisions of chapter 63 of the Code shall be to such provisions as enacted by the Partnership Tax Audit Rules.

(b) The Person serving as the Tax Representative (or Designated Individual, as applicable) shall be automatically removed as Tax Representative upon the death, dissolution and/or winding up, legal incompetency or Bankruptcy of such Person, and the Person serving as the Tax Representative may be removed at any time by the Board. Upon such removal of the Tax Representative (or Designated Individual, as applicable) a successor to serve in such position shall be designated by the Board, and the removed Tax Representative (or Designated Individual, as applicable) shall not take any action for or on behalf of the Company without the prior written consent of the Board.

(c) The Company shall indemnify and hold harmless the Tax Representative (and Designated Individual, as applicable) in accordance with Article XIII as a result of any act or decision concerning Company tax matters and within the scope of such Person's responsibility as Tax Representative. All amounts indemnified may be advanced as incurred in accordance with Article XIII. The Tax Representative (and Designated Individual, as applicable) shall be entitled to rely on the advice of outside legal counsel and accountants as to the nature and scope of such Person's responsibilities and authority, and any act or omission of the Tax Representative pursuant to such advice in no event shall subject the Tax Representative to liability to the Company or any Member.

(d) 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, the Company shall make such election.

(e) Notwithstanding other provisions of this Agreement to the contrary, but subject to Section 11.01(f), if any "partnership adjustment" (as defined in Code section 6241(2)) is determined with respect to the Company, the Tax Representative, upon the determination of the Board in its sole discretion, will cause the Company to elect pursuant to Code section 6226 (the "push-out" election) to have any such adjustment passed through to the Members and former Members for the year to which the adjustment relates (i.e., the "reviewed year" within the meaning of Code section 6225(d)(1)). In the event that the Tax Representative has not caused the Company to so elect pursuant to Code section 6226, then any "imputed underpayment" (as determined in accordance with Code section 6225) or "partnership adjustment" that does not give rise to an "imputed underpayment" shall be apportioned among the Members and former Members of the Company in such manner as may be necessary (as determined by the Board 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 and former Members based upon their interests in the Company for the reviewed year.

(f) Each Member and former Member agrees that, upon request of the Tax Representative, such Member shall: (i) provide any information and take such action as may be reasonably required by the Tax Representative in order to determine whether any "imputed underpayment" within the meaning of Code Section 6225 may be modified

pursuant to Code Section 6225(c); (ii) file amended tax returns or effectuate the alternative “pull-in” procedure as provided in Code section 6225(c)(2) with respect to any “reviewed year” (within the meaning of Code section 6225(d)(1)) to reduce the amount of any “partnership adjustment” otherwise required to be taken into account by the Company; or (iii) in the event the Members do not fully or timely comply (in the Tax Representatives sole discretion) with the procedures of such Code section 6225(c)(2), take such actions as may be necessary or desirable (if any) to allow the Company to comply with the provisions of Code section 6226 (concerning the “push-out” election) so that any “partnership adjustments” are taken into account by the Members rather than the Company.

(g) If the Company is obligated to pay any amount of tax, penalty, interest, or other charges determined under the Code (a “Company Level Tax”), each Member or former Member to which the assessment or payment relates (an “Indemnifying Member”) shall indemnify the Company for, and pay to the Company, the Indemnifying Member’s allocable share of the Company Level Tax. Each Indemnifying Member’s allocable share of the Company Level Tax shall be determined in good faith by the Board. Promptly upon notification by the Board of the Indemnifying Member’s obligation to indemnify the Company, an Indemnifying Member shall make a payment to the Company of immediately available funds, at the time and in the amount and manner directed by the Board. Amounts paid to the Company under this Section 11.01(g) by an Indemnifying Member who is not a Member of the Company at the time such payment is made shall not be treated as a Capital Contribution.

(h) Each Member and former Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign, or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code section 6226, as amended) shall be paid by such Member, and if paid by the Company will be recoverable from such Member.

(i) The obligations of each Member or former Member under this Section 11.01 shall survive any actual or attempted Transfer, withdrawal or abandonment by such Member of its Transferable Interest and the termination of this Agreement or the dissolution of the Company.

Section 11.02 Tax Returns; Tax Elections.

(a) At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 8.08) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the

Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

(b) The Tax Representative, with the consent of the Board, shall make any and all elections for federal, state, local, or foreign tax purposes including without limitation any election, if permitted by applicable law: (i) to adjust the basis of property pursuant to Code sections 734(b), 743(b) and 754, or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iii) to make all decisions on behalf of the Company and the Members and to direct the activities of the Tax Representative before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to direct the filing of any tax returns and to cause the execution of any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

Section 11.03 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XII DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Board to dissolve the Company pursuant to Section 8.05(d);

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company subject to consent of the Board pursuant to Section 8.05(d) or otherwise the occurrence of a Deemed Liquidation Event with the Board's determination to thereafter dissolve pursuant to Section 8.05(d); or

(c) The entry of a decree of judicial dissolution.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company

have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. The Board, or, if the Board is unable to do so, a Person selected by the holders of a majority of the Class B Units, shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Board in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02 (regarding Distributions from Deemed Liquidation Events), subject to Section 7.03 (regarding Tax Distributions).

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to

any agreements governing the operating of such properties at such time. For purposes of any such Distribution, the following rules shall be applied consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(e): (i) any property to be Distributed will be valued at its Fair Market Value; (ii) the difference between the Fair Market Value of any asset to be Distributed in kind and its carrying value on the books of the Company shall be deemed to be gain or loss and any such deemed gain or loss shall be allocated in accordance with Article VI; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 12.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Board, the Liquidator or any other Member.

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member, (ii) each officer, director, shareholder, partner, member, controlling Affiliate, employee, agent or representative of each Member, and each of their controlling Affiliates, and (iii) each Manager, Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted or replaced the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, member, manager, director, officer, employee or agent of any Person including the Company or any Company Subsidiary;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such

deductibles as the Board may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 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 each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

(h) Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of

the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: Sugarloaf Cambridge Cannabis, LLC
Attention: Flavia Hungaro
Email: Flaviahungaro@hotmail.com

with a copy to: CANNABIS COLLEGE, LLC
Attention: Siuanna Khachatryan
E-mail: suzannakhachatryan114@gmail.com

CAMBRIDGE CAPTIAL SERVICES
Scott Rubin
E-mail: srube32@gmail.com

If to a Member, to such Member's respective mailing address as set forth on the Members Schedule.

Section 14.04 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 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible..

Section 14.06 Regulatory Review. The Members and the Company acknowledge and agree that this Agreement (a) must comply with the Cannabis Code (b) may be subject to regulatory review from a Cannabis Regulatory Body and (c) is intended to ensure that the Company is

qualified as an Economic Empowerment Priority Applicant and/or a Social Equity Program Participant. In the event that a Cannabis Regulatory Body determines, or the Members otherwise reasonably determine, that this Agreement violates the Cannabis Code or otherwise would jeopardize the Company's status as an Economic Empowerment Priority Applicant, Social Equity Program Participant, or the business licenses or permits of the Company, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

Section 14.07 Entire Agreement. This Agreement, together with the Certificate of Organization, any agreement to acquire Units, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 14.08 Successors and Assigns. Subject to the restrictions on Transfers set forth 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 assigns.

Section 14.09 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and 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 14.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing approved pursuant to Section 8.05(d). Any such written amendment or modification will be binding upon the Company and each Member.

Section 14.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth 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. For the avoidance of doubt, nothing contained in this Section 14.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 8.04(c) and Section 14.15 hereof.

Section 14.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without

giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 14.13 Dispute Resolution. Except as otherwise set forth in Section 8.05(e), in the event of any dispute, claim or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve their dispute through in-person negotiation between authorized representatives of each of the parties with authority to settle the relevant dispute. Either party may commence this negotiation by delivering written notice to the other party pursuant to the terms outlined in this Agreement. The parties may agree to engage the services of a jointly agreed-upon mediator to facilitate this in-person meeting, in which case they agree to share equally in the costs of the mediation. If the dispute cannot be settled amicably within fourteen (14) days of delivery of written notice or the in-person meeting of authorized representatives, whichever comes later, then the dispute shall be resolved by binding arbitration as provided in Section 14.14.

Section 14.14 Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope or applicability of this Section, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Parties shall share the costs of the arbitration equally; however, each Party shall be responsible for its own attorneys’ fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Boston, Massachusetts by a single arbitrator jointly selected by the parties in accordance with the AAA Rules. The arbitrator shall have the power to grant legal and equitable remedies, including awarding the prevailing party its attorneys’ fees and other costs of the arbitration, but they shall not grant punitive damages. To the extent federal and state law conflict as regards this contract, state law shall apply. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The Parties acknowledge that they are irrevocably waiving the right to a trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

Section 14.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.16 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.18 Legal Representation. Each Member hereby acknowledges that it has had the opportunity to consult with its independent attorney(s) and/or tax advisor(s) prior to the execution of this Agreement. Further, each Member hereby acknowledges and agrees that: (a) DP Sullivan Law has previously, is currently, and/or may in the future represent some or all of the Members holding Class B Units or their respective Affiliates; (b) such Member may in the future retain DP Sullivan Law as legal counsel in connection with the management and operation the Company; (c) no current or future conflicts of interest may be asserted on the basis of the services rendered by DP Sullivan Law in connection with this Agreement, such conflicts being hereby waived; (d) DP Sullivan Law shall be permitted to represent the Company, the Board and such Member and its Affiliates in connection with any matter whatsoever, now or in the future, including but not limited to any dispute with another Member or their Affiliates; and (e) each Member hereby waives any conflicts of interest that may arise in connection with any or all of the foregoing.

Section 14.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MEMBERS:

FLAVIA HUNGARO

CANNABIS COLLEGE, LLC

By: Siuranna Khachatryan
Its: Managing Member

By: Scott B. Rubin
Its: Managing Member

THE COMPANY:

SUGARLOAF CAMBRIDGE CANNABIS, LLC

By: Flavia Hungaro
Its: Class A Manager

By: Siuranna Khachatryan
Its: Class B Manager

By: Scott B. Rubin
Its: Class B Manager

EXHIBIT A
FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of [DATE], (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among SUGARLOAF CAMBRIDGE CANNABIS, LLC, a Massachusetts limited liability company (the “Company”), and its Members party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____.

By: _____

Name: _____

**SCHEDULE A
MEMBERS SCHEDULE**

<u>Name</u>	<u>Initial Capital Contribution and Capital Accounts</u>	<u>Class A Units</u>	<u>Class B Units</u>
Flavia Hungaro 16 Holden Rd. Belmont, MA 02478 With a copy to: flaviahungaro@hotmail.com		51,000	0
CANNABIS COLLEGE, LLC 447 Foundry Street North Easton, MA 02356 With a copy to: suzannakhachatryan114@gmail.com		0	44,000
CAMBRIDGE CAPITAL SERVICES, LLC 32 Elmwood Crescent Bridgewater, MA 02324 With a copy to: srube32@gmail.com		0	5,000

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

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

Certificate of Amendment

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number: 001467204

1.a. Exact name of the limited liability company: SUGARLOAF CAMBRIDGE CANNABIS, LLC

☐ Check if amending entity name

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

SUGARLOAF CAMBRIDGE CANNABIS, LLC

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

10/28/2020

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

Number and street: 16 HOLDEN RD

Address 2:

City or town: BELMONT State: MA Zip code: 02478

Country: UNITED STATES

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

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

5. Name and address of the Resident Agent:

Agent name: FLAVIA HUNGARO

Number and street: 16 HOLDEN RD

Address 2:

City or town: BELMONT State: MA Zip code: 02478

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

Title	Name	Address
MANAGER	SCOTT RUBIN	32 ELMWOOD CRESCENT BRIDGEWATER, MA 02324 USA
MANAGER	FLAVIA HUNGARO	16 HOLDEN RD BELMONT, MA 02478
MANAGER	SIURANNA KHACHATRYAN	447 FOUNDRY STREET NORTH EASTON, MA 02356 USA

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

Title	Name	Address

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

Title	Name	Address
REAL PROPERTY	FLAVIA HUNGARO	16 HOLDEN RD BELMONT, MA 02478 USA

9. Additional matters:

10. State the amendments to the certificate:

ADDED MANAGERS

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

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

SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of December, 2023,

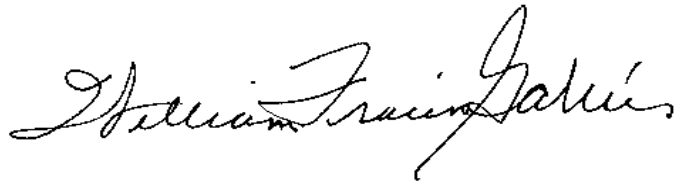
FLAVIA HUNGARO

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

December 03, 2023 06:36 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor

Letter ID: L0326530208
Notice Date: March 20, 2024
Case ID: 0-002-351-963



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000057



SUGARLOAF CAMBRIDGE CANNABIS, LLC
16 HOLDEN RD
BELMONT MA 02478-2222

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

March 19, 2024

TO WHOM IT MAY CONCERN:

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

SUGARLOAF CAMBRIDGE CANNABIS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 28, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are: **SCOTT RUBIN, FLAVIA HUNGARO, SIURANNA KHACHATRYAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SCOTT RUBIN, FLAVIA HUNGARO, SIURANNA KHACHATRYAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SCOTT RUBIN, FLAVIA HUNGARO, SIURANNA KHACHATRYAN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written,

William Francis Galvin

Secretary of the Commonwealth

Processed By:BOD

WJS LAW OFFICE OF **Walter J. Sullivan, Jr.**

June 13, 2024

Kyle Potvin, Esquire, Director of Licensing
Massachusetts Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

Re: Sugarloaf Cambridge Cannabis, LLC
Application for a Marijuana Retail Establishment License, MRN285089
Response to Notice: License Application Request for Information

Dear Director Potvin:

This letter is in response to your notice email dated June 11, 2024, requesting additional information. Below are some of the responses to your request for additional information.

Request

9. Massachusetts Business Information (Bylaws or Operating Agreement). The applicant provided a copy of the bylaws, and the bylaws are in the current name registered with the Secretary of the Commonwealth's office or its D/B/A name. 935 CMR 500.101(2). Note: Please note, Cambridge Capital LLC appears in the agreement. Please clarify if the Cambridge Capital Services LLC. is an EDIC, if not please clarify their role or amend the agreement.

Response

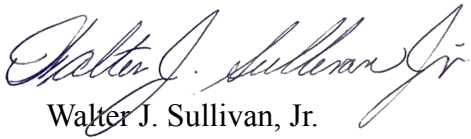
Cannabis College, LLC and Cambridge Capital Services, LLC are listed in the Operating Agreement, since the entities hold 44% interest and 5% interest, respectively, in Sugarloaf Cambridge LLC. The entities ownership interest makes them members of the limited liability company. As members, each entity must sign the operating agreement.

The entities managers and sole members, (Cannabis College, LLC, Siuranna Khachatryan, and Cambridge Capital Services, LLC, Scott Rubin) are managers of Sugarloaf Cambridge Cannabis, LLC. Therefore, Cannabis College, LLC and Cambridge Capital Services, LLC are entities having direct or indirect control of Sugarloaf Cambridge Cannabis, LLC. In addition, since Cannabis College, LLC holds a 44% interest in Sugarloaf Cambridge Cannabis, it is considered to have a direct interest in Sugarloaf Cambridge Cannabis.

I hope that the above provides you with all of the information that you require. If not, please do not hesitate to contact me. I will provide you with any additional information that you need.

I look forward to hearing back from you.

Regards,



Walter J. Sullivan, Jr.



85 B East Central St, Suite A, Natick MA 01760
617-500-1824 www.budrisk.com

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: SUGARLOAF CAMBRIDGE CANNABIS, LLC (Retail License)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. **SUGARLOAF CAMBRIDGE CANNABIS, LLC** has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to **SUGARLOAF CAMBRIDGE CANNABIS, LLC** as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

DocuSigned by:

James Boynton

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James Boynton

Managing Broker

MA Insurance License #1842496

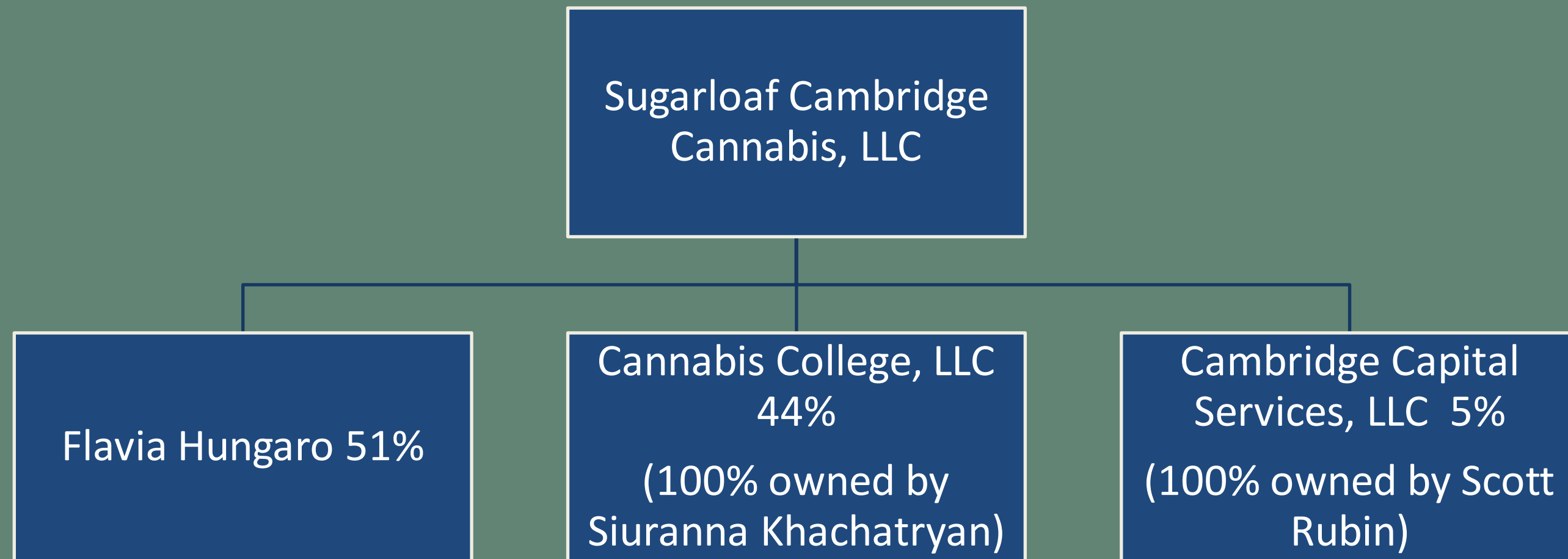
jim@budrisk.com

March 27th, 2024

SUGARLOAF CAMBRIDGE CANNABIS, LLC

2ND Community Outreach Meeting
2447-2449 Massachusetts Avenue, Cambridge

COMPANY STRUCTURE



Founder and Owners

95% Women-Owned

95% Minority-Owned

51% Social-Equity-Owned

FLAVIA HUNGARO - *Owner, Managing Member*

- Flavia is a Brazilian immigrant who moved to the USA in 2003 at age of 18 with the goal of learning English and studying at an American University.
- Flavia has earned an Associates Degree in General Studies in Science at MassBay Community College followed by a Bachelor Degree in Business Administration from Boston University.
- After graduating, Flavia worked as a bookkeeper for a transportation company, Go Boston Shuttle.
- Flavia also has 10+ years of experience in the hospitality industry.
- Flavia has been involved in the cannabis industry since 2015, when she became a medical caregiver, acquiring real plant medicine experience by cultivating on behalf of Medical Cannabis patients, in full compliance with state regulations.

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- Scott has also participated in many acquisitions and transfers of interests as well. Most importantly, he represents establishments as ongoing compliance counsel, therefore he is regularly in contact with the CCC, reviewing regulations and working with clients to ensure they are using best practices to maintain compliance.

Social Equity Program Participant

The Cannabis Control Commission has issued expedited Review Status to social equity participants. This program allows disadvantage groups to move in a faster pace in the state application process.

Sugarloaf Qualifies as State Certified Minority and Women Business Enterprise



Retail Establishment

Marijuana Retail
Establishment With
Home Deliveries
Proposed at:
2447-2449
Massachusetts
Avenue,
Cambridge



Proposed Hours of Operation:

9 am – 10 pm
Monday-Sunday

Workforce:

Locally sourced and trained to provide
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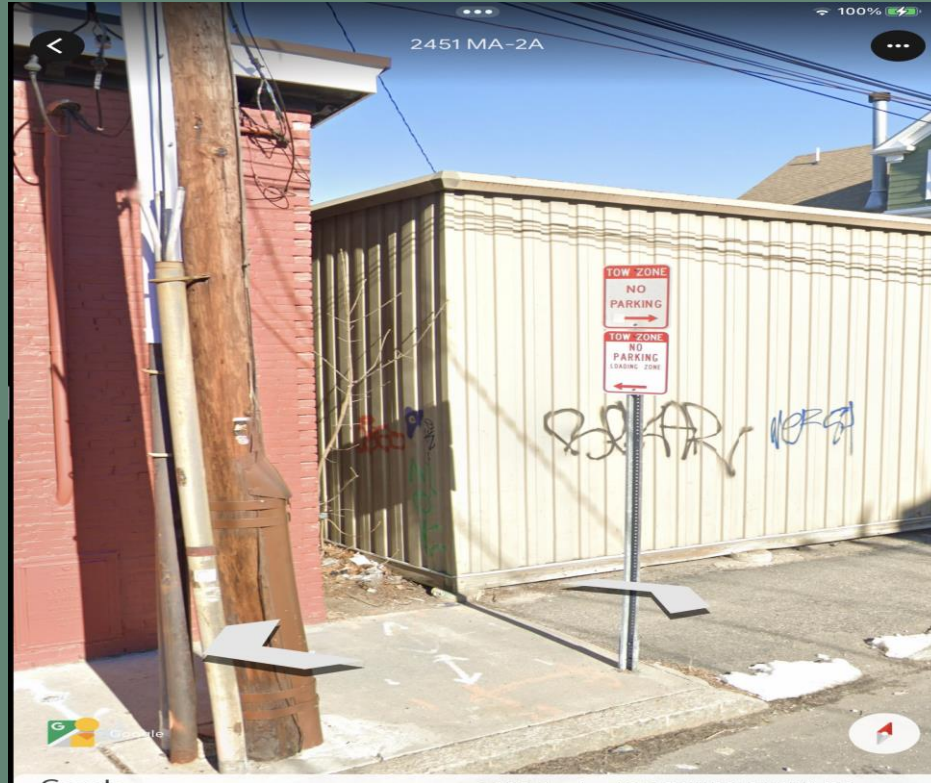
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- Upon their first visit to our facility, consumers will sign a ‘Community Customer Agreement’ agreeing that they have been educated on how to adequately handle, transport, and consume their product.
- Also agreeing the following behavior will not be permitted and risk being banned from the establishment:
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Estimated up to 15 Employees

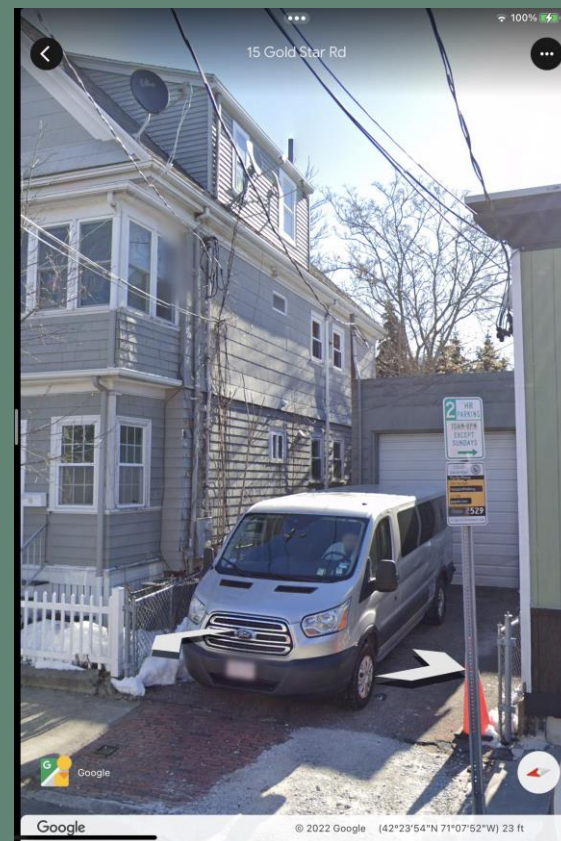
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 - 50% Women
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Sugarloaf Cambridge Cannabis



LOADING ZONE:

Gold Star Road at the corner of Massachusetts Avenue, across the street from the location.



DRIVEWAY:

The location has a driveway for use for loading and unloading and for making home deliveries.



Delivery

- 2 drivers per car
- Cars must be unmarked
- Equipped with a GPS tracker
- Secure storage area
- Pre-prepared orders
- submission of customer's photo ID online for pre-verification is required
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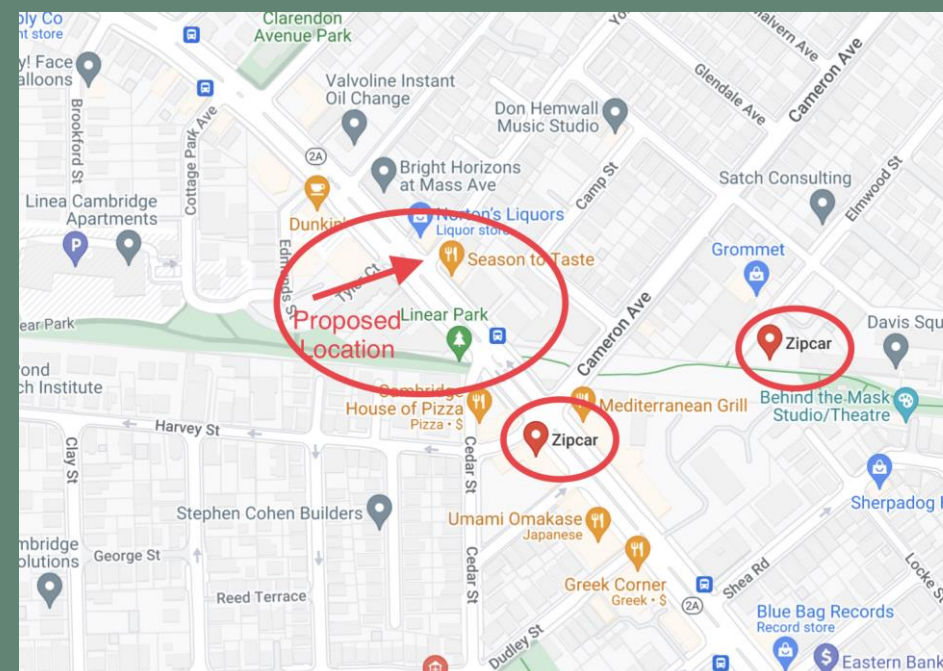
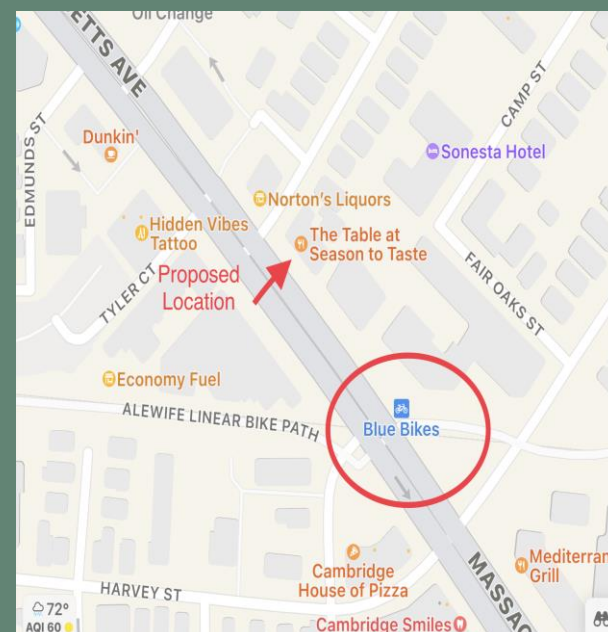
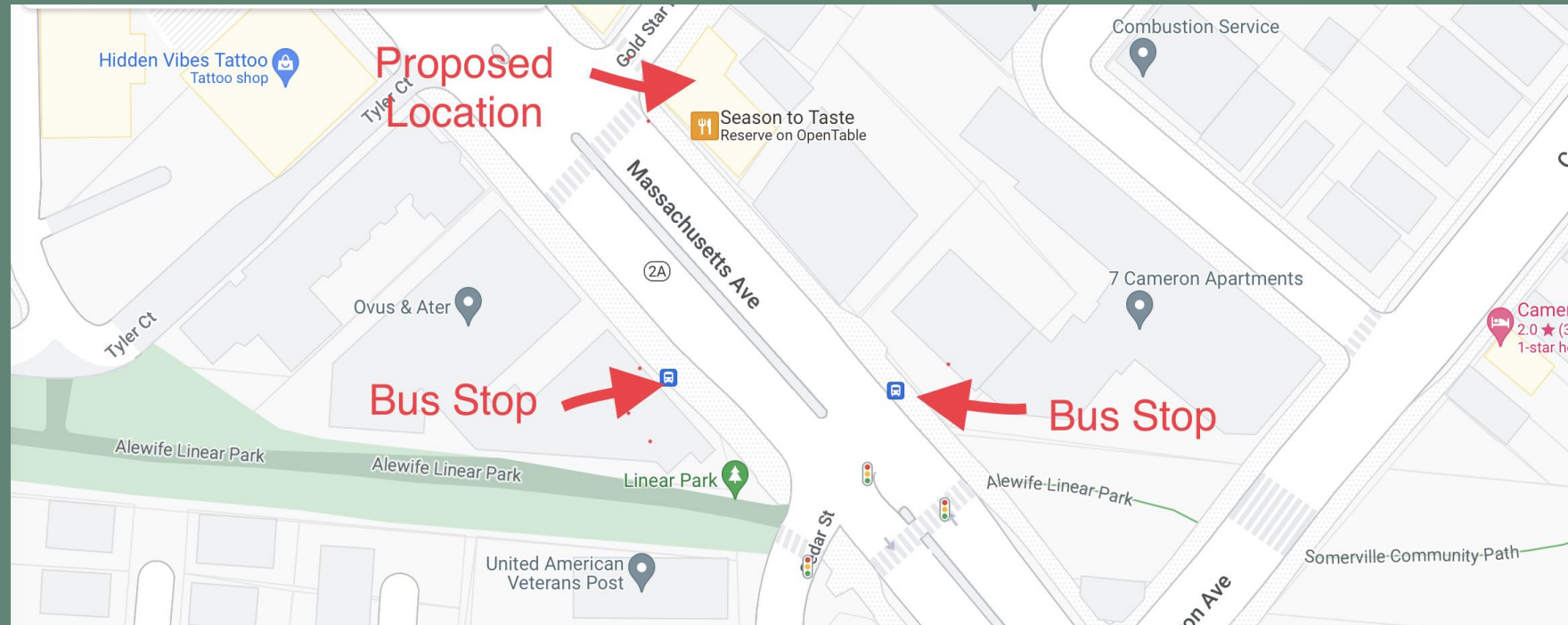
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Ride sharing:

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2447-2449 Massachusetts Avenue, Cambridge

ZONING DISTRICT B-A-2

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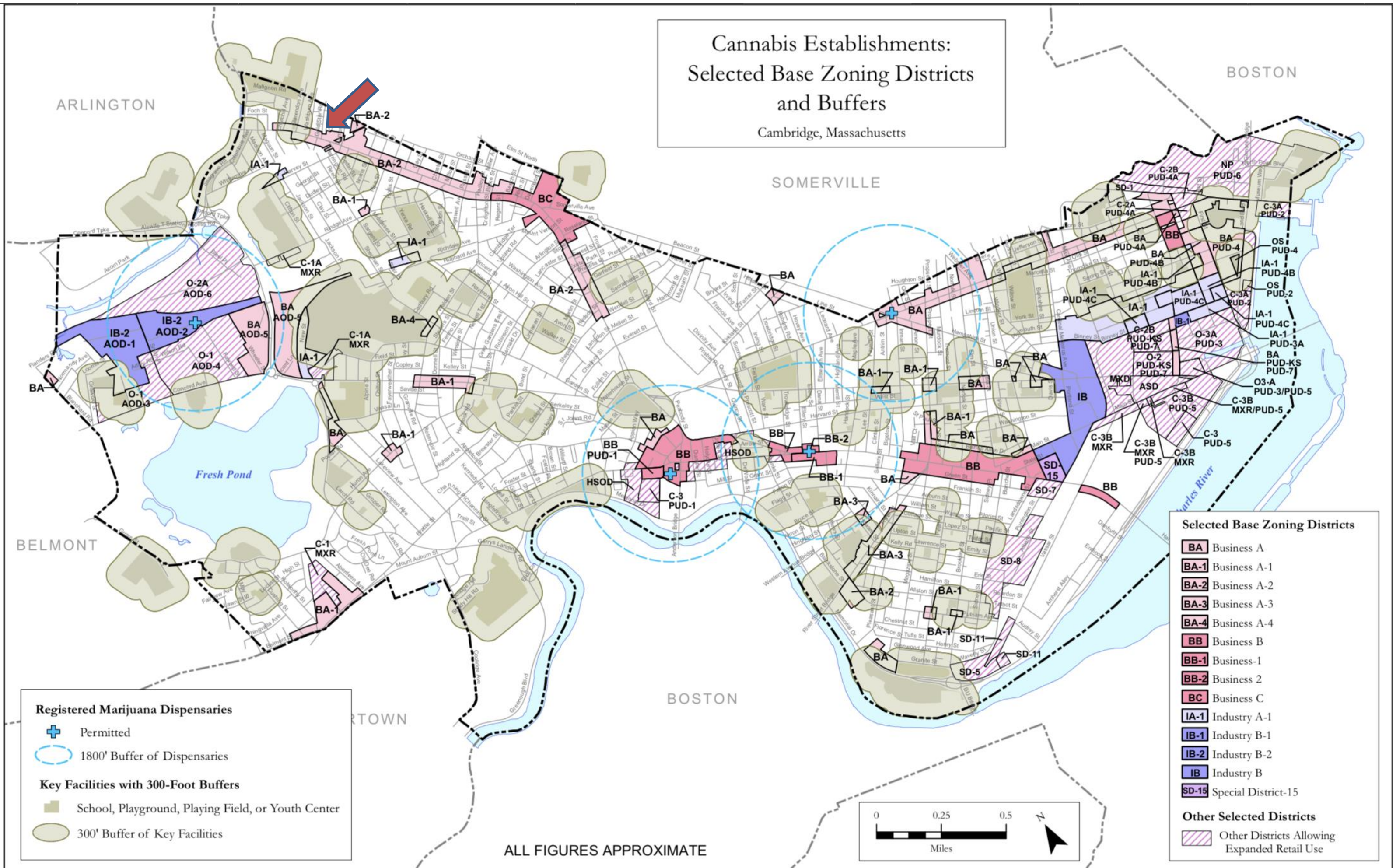
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Cannabis Establishments: Selected Base Zoning Districts and Buffers

Cambridge, Massachusetts



Traffic Study

Our traffic Study is being prepared by:

Scott W. Thornton P.E.
Principal
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Security and Preventing Diversion



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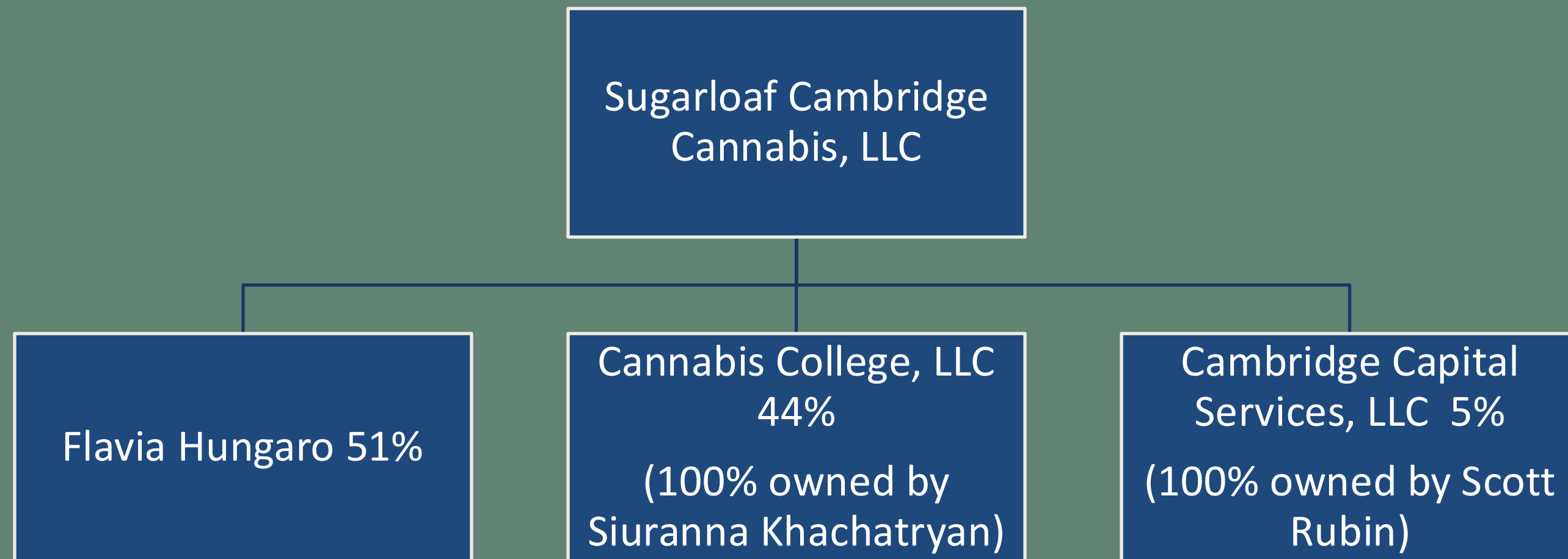
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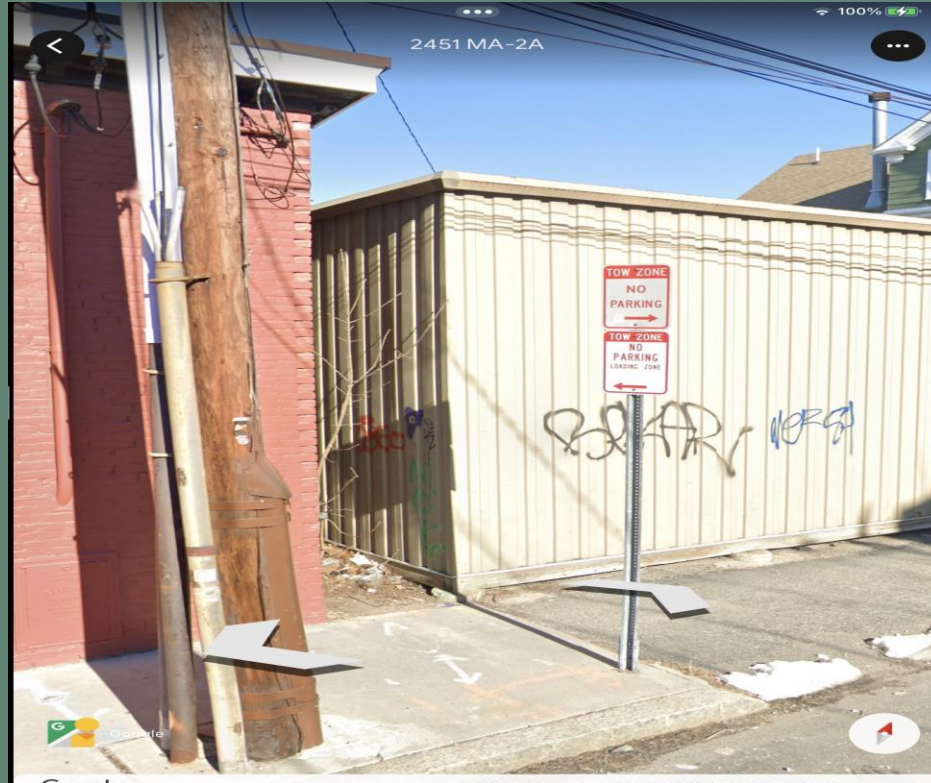
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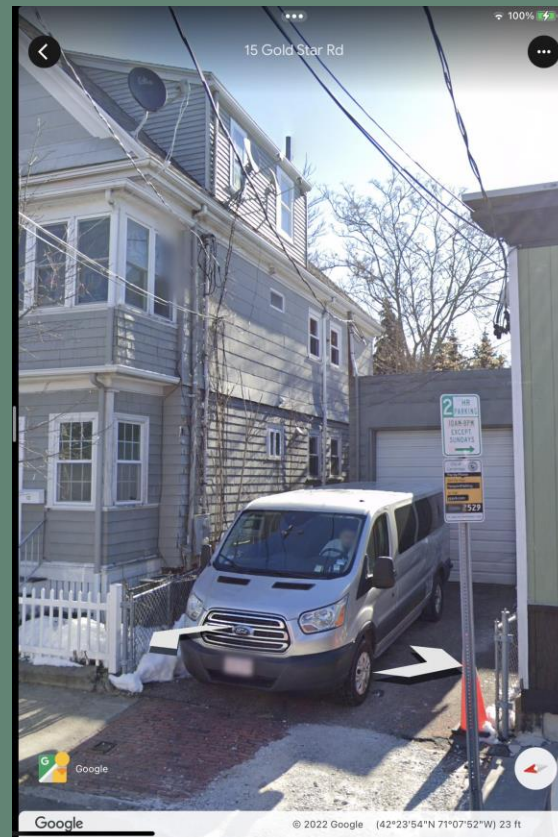
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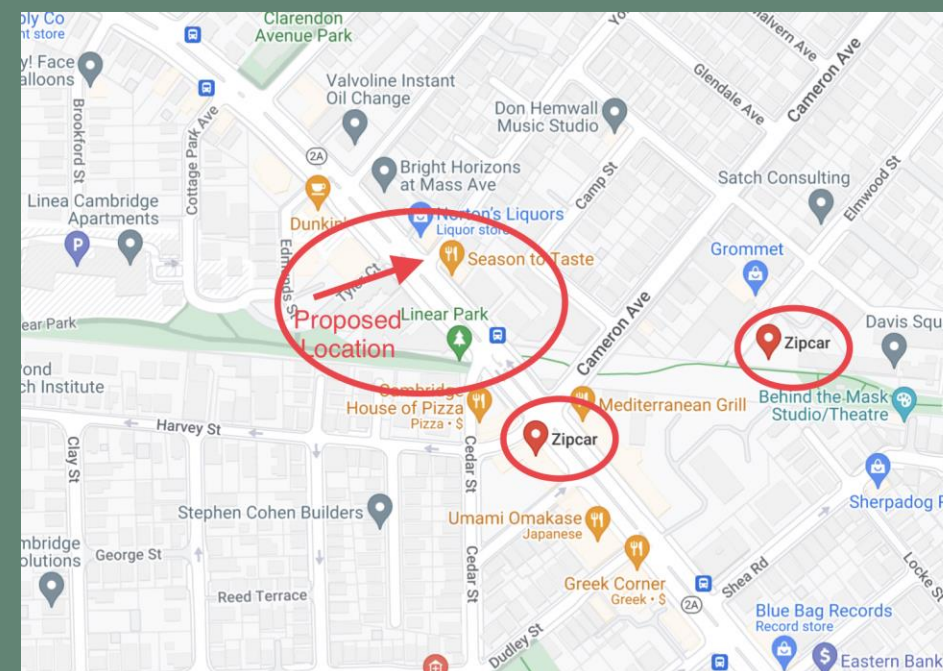
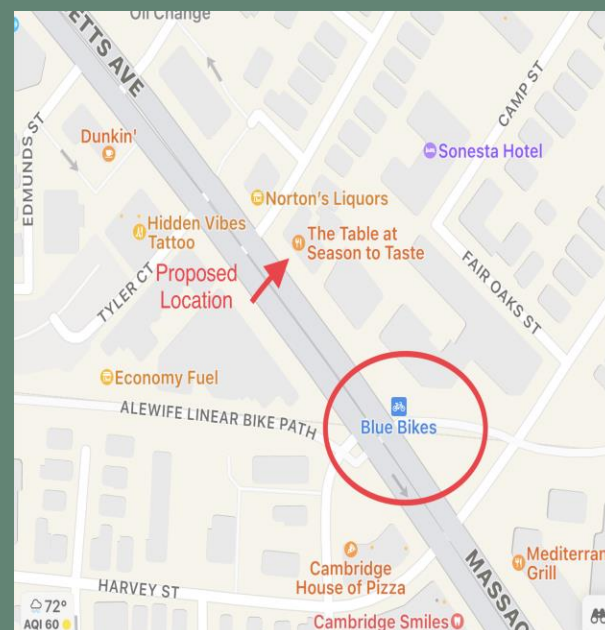
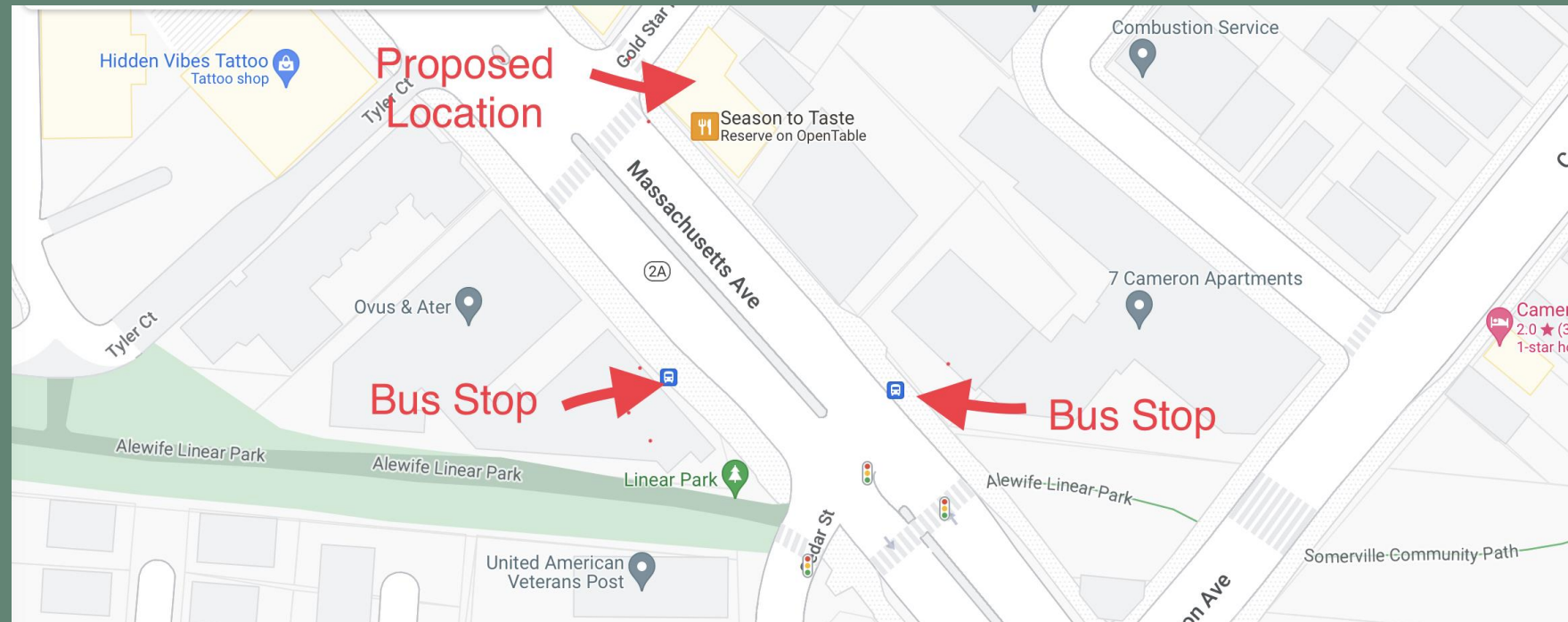
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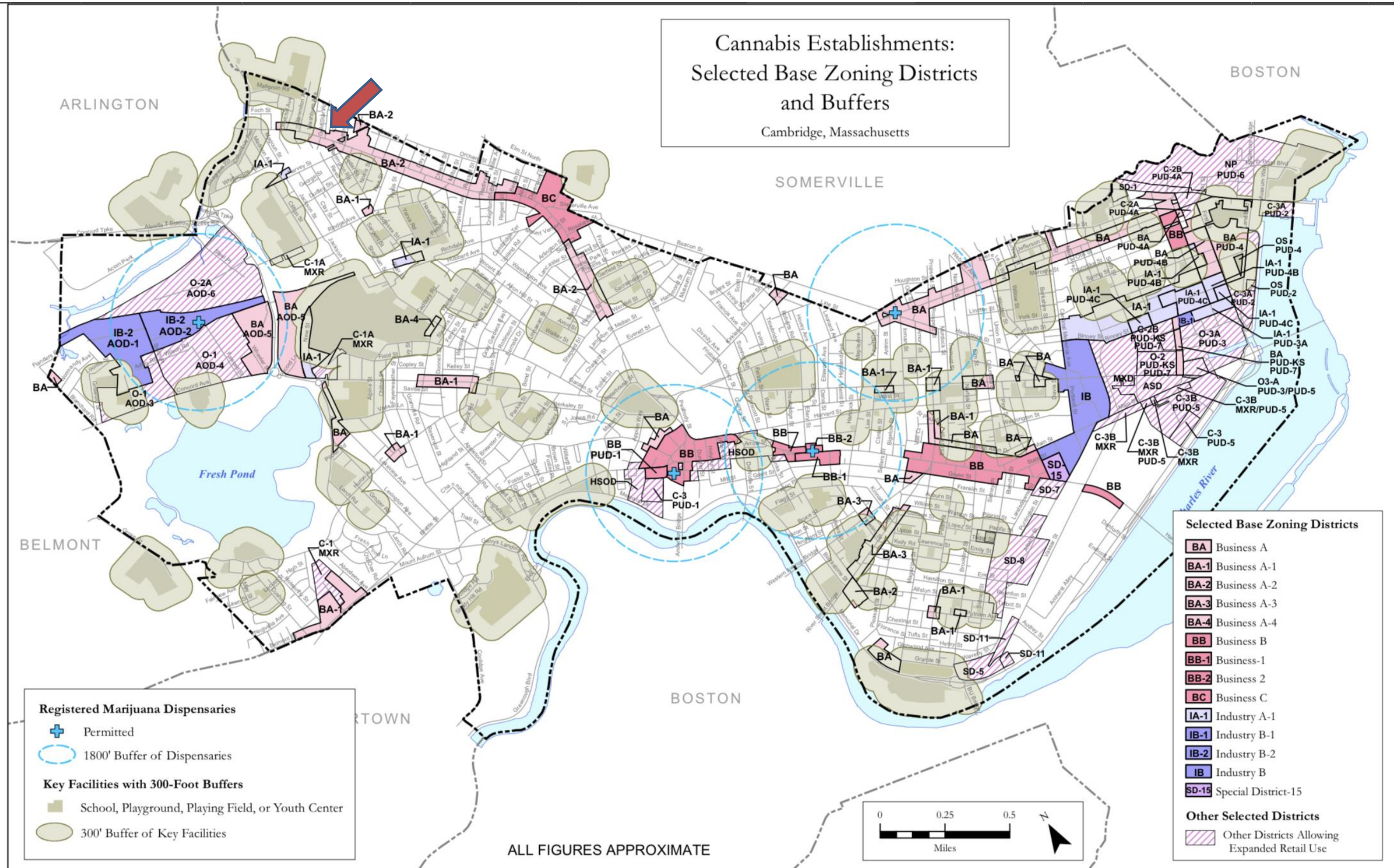
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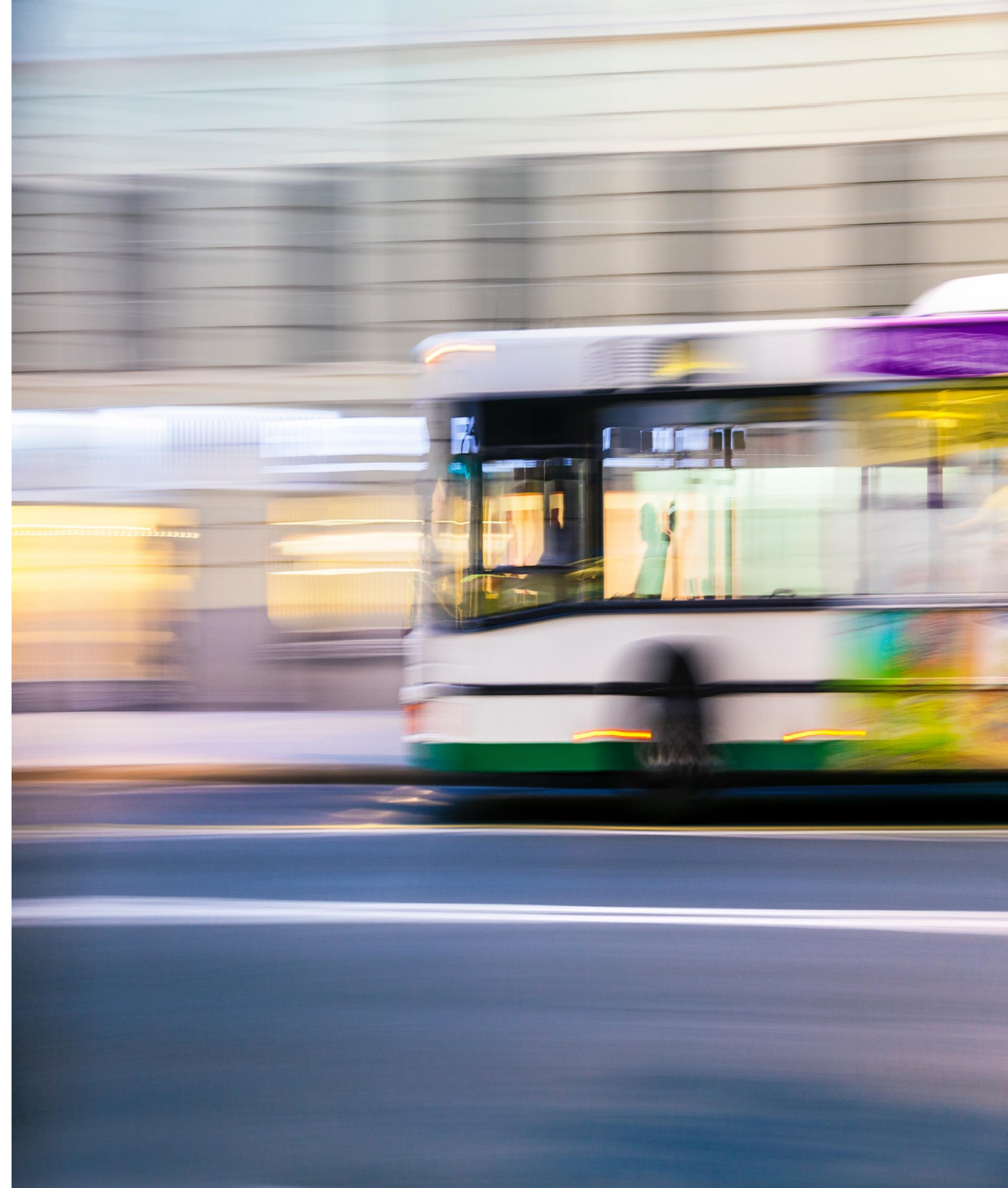
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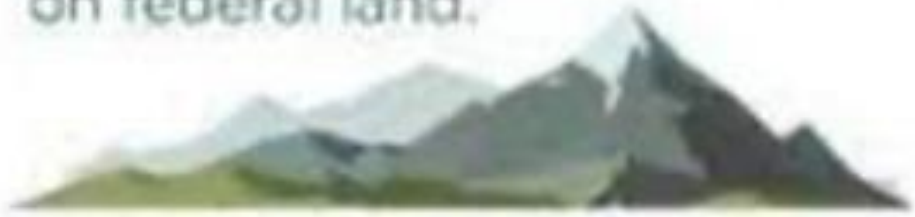
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**MORE
ABOUT
MARIJUANA**



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Restricting Access to Age 21 or Older (SC – Retail)

As an adult use marijuana establishment and pursuant to 935 CMR 500.140(2), upon entry into the premise of Sugarloaf Cambridge Cannabis, LLC by an individual, a Sugarloaf Cambridge Cannabis, LLC agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual shall not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. The restriction that an individual must be 21 years of age or older applies to all visitors, employees, agents and consumers. Anyone violating this age restriction will be immediately reported to local authorities and all incidents of violating this mandate will be immediately reported to the Cannabis Control Commission. All employees and registered agents must be 21 years of age or older. 935 CMR 500.029 or 500.030. All visitors must be 21 years of age or older. 935 CMR 500.002. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. 935 CMR 500.050(5).

Sugarloaf Cambridge Cannabis, LLC Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, Sugarloaf Cambridge Cannabis, LLC will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. Sugarloaf Cambridge Cannabis, LLC will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Sugarloaf Cambridge Cannabis, LLC for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Sugarloaf Cambridge Cannabis, LLC by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Sugarloaf Cambridge Cannabis, LLC will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), Sugarloaf Cambridge Cannabis, LLC will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. Sugarloaf Cambridge Cannabis, LLC 's policies will include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), Sugarloaf Cambridge Cannabis, LLC will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Sugarloaf Cambridge Cannabis, LLC will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Sugarloaf Cambridge Cannabis, LLC storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. Sugarloaf Cambridge Cannabis, LLC storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Environmental media will be tested in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by Sugarloaf Cambridge Cannabis, LLC for no less than one year in accordance with 935 CMR 500.160(3).

Sugarloaf Cambridge Cannabis, LLC will only sell products that have passed testing. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Additionally, Sugarloaf Cambridge Cannabis will comply with the following:

- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). *935 CMR 500.105(3)*
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- Sugarloaf Cambridge Cannabis shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*
- Sugarloaf Cambridge Cannabis shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. *935 CMR 500.*

Sugarloaf Cambridge Cannabis, LLC Personnel Policies

Per 935 CMR 500.101(1)(c) and (2)(e), Sugarloaf Cambridge Cannabis, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Personnel Records for the Adult Use Marijuana Establishment. It is Sugarloaf Cambridge Cannabis, LLC's policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Sugarloaf Cambridge Cannabis, LLC will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by Sugarloaf Cambridge Cannabis, LLC to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Sugarloaf Cambridge Cannabis, LLC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

Per 935 CMR 500.105(1), Sugarloaf Cambridge Cannabis, LLC shall have and follow a set of detailed written operating procedures. Sugarloaf Cambridge Cannabis, LLC's operating procedures include, but are not limited to, a staffing plan and staffing records in compliance with 935 CMR 500.105(9); as required in 935 CMR 500.105(1)(h). Sugarloaf Cambridge Cannabis, LLC will follow written operating procedures on alcohol, smoke, and drug-free workplace policies; (935 CMR 500.105(1)(j)); A plan describing how confidential information will be maintained; (935 CMR 500.105(1)(k)); and in accordance with 935 CMR 500.105(1)(l), a policy for the immediate dismissal of any marijuana establishment agent who has: 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

All Sugarloaf Cambridge Cannabis, LLC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Sugarloaf Cambridge Cannabis, LLC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(2), all owners, managers and employees of Sugarloaf Cambridge Cannabis, LLC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Sugarloaf Cambridge Cannabis, LLC will maintain records of responsible vendor

training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

Sugarloaf Cambridge Cannabis, LLC Record Keeping Procedures

SUGARLOAF CAMBRIDGE CANNABIS, LLC records will be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with SUGARLOAF CAMBRIDGE CANNABIS, LLC, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of SUGARLOAF CAMBRIDGE CANNABIS, LLC and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

SUGARLOAF CAMBRIDGE CANNABIS, LLC Maintaining of Financial Records

Per 935 CMR 500.101(1)(c) and (2)(e), SUGARLOAF CAMBRIDGE CANNABIS, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Maintenance of Financial Records for the Adult Use Marijuana Establishment.

SUGARLOAF CAMBRIDGE CANNABIS, LLC will have a policy to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall 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, stipends 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 non-profit corporation. Following the closure of SUGARLOAF CAMBRIDGE CANNABIS, LLC, all records will be kept for at least two years at the expense of SUGARLOAF CAMBRIDGE CANNABIS, LLC and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Per 935 CMR 500.140(6), SUGARLOAF CAMBRIDGE CANNABIS, LLC acknowledges and will comply with the following regulations for the recording of sales in a Marijuana Retail Establishment:

“(a) A Marijuana Retailer shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR. (b) A retailer may utilize a sales recording module approved by the DOR. (c) A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data. (d) A retailer shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. A Marijuana Retailer shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If a retailer determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105. (e) A retailer shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. (f) A retailer shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. (g) The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000; (h) A retailer that is co-located with a medical marijuana treatment center shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).”

SUGARLOAF CAMBRIDGE CANNABIS, LLC has plans to be in full compliance within all retail sales regarding the prohibition of software and other methods that can manipulate sales data, and will conduct monthly sales equipment and data software checks. SUGARLOAF CAMBRIDGE CANNABIS, LLC recognizes the seriousness of discovering the manipulation of sales data and will immediately report this

finding to the Cannabis Control Commission if one ever occurs. SUGARLOAF CAMBRIDGE CANNABIS, LLC also follows the above-mentioned record keeping requirements, has separate accounting practices for marijuana and non-marijuana sales, and will provide bi-annual sales data reports to the Cannabis Control Commission for purposes of ensuring adequate marijuana supply.

SUGARLOAF CAMBRIDGE CANNABIS's Detailed Description of Qualifications and Intended Training for Agents

SUGARLOAF CAMBRIDGE CANNABIS is committed to being compliant with all regulations outlined in 935 CMR 500.105:

- SUGARLOAF CAMBRIDGE CANNABIS shall have a list of anticipated positions and their qualification.
- SUGARLOAF CAMBRIDGE CANNABIS must ensure that employees are trained on job specific duties prior to performing job functions. *935 CMR 500.105(2)*
- SUGARLOAF CAMBRIDGE CANNABIS must ensure that employees receive a minimum of eight (8) hours of ongoing training annually. *935 CMR 500.105(2)*
- All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. *935 CMR 500.105(2)*
- All new employees shall complete the Responsible Vendor Program within 90 days of being hired. *935 CMR 500.105(2)*
- Responsible Vendor Program documentation must be retained for four (4) years. *935 CMR 500.105(2)*

Sugarloaf Cambridge Cannabis's Energy Compliance Plan

SUGARLOAF CAMBRIDGE CANNABIS, LLC ("SUGARLOAF CAMBRIDGE CANNABIS") will work with our construction manager, project manager, architect and engineer to identify as many energy saving strategies as possible and to be in full compliance with the commission's regulations.

SUGARLOAF CAMBRIDGE CANNABIS is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. SUGARLOAF CAMBRIDGE CANNABIS will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing "smart" thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Using Energy Star labeled appliances
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible.

SUGARLOAF CAMBRIDGE CANNABIS's Retail facility will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

SUGARLOAF CAMBRIDGE CANNABIS has adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

SUGARLOAF CAMBRIDGE CANNABIS's license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. SUGARLOAF CAMBRIDGE CANNABIS's complies with the following minimum energy efficiency and equipment standards:

Our building envelope will meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society

of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;

SUGARLOAF CAMBRIDGE CANNABIS will provide documentation required under 935 CMR 500.120(11)(a) in the form of an Energy Compliance Letter as part of the Architectural Review which will include a narrative confirming compliance with the building envelope requirements and the output from COMcheck software used to show building envelope compliance with Massachusetts Building Code, 780 CMR.

Additionally, SUGARLOAF CAMBRIDGE CANNABIS will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

WJS LAW OFFICE OF **Walter J. Sullivan, Jr.**

June 14, 2024

Kyle Potvin, Esquire, Director of Licensing
Massachusetts Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604

Re: Sugarloaf Cambridge Cannabis, LLC
Application for a Marijuana Retail Establishment License, MRN28089
Response to Notice: License Application Request for Information

Dear Director Potvin:

This letter is in response to your notice email dated June 11, 2024, requesting additional information. Below is one of the responses to your request for additional information.

Request

12. Operating Policies and Procedures (Energy Efficiency and Conservation Procedures). The applicant submitted its Energy Efficiency and Conservation procedures that substantially complies with the Commission's regulations. 935 CMR 500.101(1) (only required for license types for Delivery and Transportation)

Notes: Your plan is not substantially compliant with the Commission's regulations. The items identified below (that are not checked off) have not been included in your summary. Your current summary should be removed from your application and replaced by the amended summary that adds and includes the missing items below. No other changes should be made to your summary. The items that need to be addressed include the following:

☐ The applicant must describe how they will make vehicle fleet decisions and affirm that they will regularly evaluate alternative fuel vehicle options.

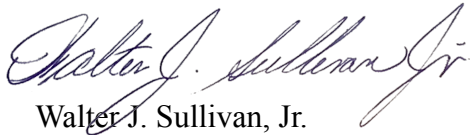
Response

In this application, Sugarloaf is applying for a marijuana retail establishment license. As such, as stated in your request for additional information, does not apply here. However, Sugarloaf will be contracting with a Marijuana Courier Licensee. It will ensure that the Marijuana Courier License is in compliance with 935 CMR 500.101(1) before contracting with said licensee for courier services.

I hope that the above provides you with all of the information that you require. If not, please do not hesitate to contact me. I will provide you with any additional information that you need.

I look forward to hearing back from you.

Regards,

A handwritten signature in blue ink, reading "Walter J. Sullivan, Jr.", with a stylized flourish at the end.

Walter J. Sullivan, Jr.

Sugarloaf Cambridge Cannabis

Diversity Plan (10/15/24)

Sugarloaf believes in creating and sustaining a robust policy of inclusivity and diversity. Sugarloaf recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. Sugarloaf's diversity plan is designed to promote equity among Black, African American, Hispanic, Latinx, Indigenous, women, veterans, people with disabilities, and people who identify as LGBTQ+. Sugarloaf will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Impact Groups

Sugarloaf intends to hire those individuals who meet the criteria set forth in the Commission's requirements for diversity, namely:

- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
- Women;
- Veterans;
- People with disabilities; and
- LGBTQ+.

Goals

#1. Sugarloaf Diversity Plan will hire, retain and promote a diverse and inclusive group of employees with the goal of at least 25% of its workforce coming from the following groups:

- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people (15%);
- Women (30%);
- Veterans (5%);
- People with disabilities (5%); and
- People of all (5%).

#2. Contract with diverse businesses for the purchase of wholesale marijuana product and other services required for the operation and maintenance of the Company's marijuana establishment with the goal of at least 25% of its contracts for services, supplies, products, etc. coming from the following groups:

- People of color, particularly Black, African American, Hispanic, Latinx, Indigenous;
- Women;
- Veterans;
- People with disabilities; and
- LGBTQ+.

Programs

For Goal #1 - Diversity Recruitment and Sourcing

Sugarloaf commits to local hiring for its courier location and retail locations. It will establish and maintain an inclusive, diverse workforce using both innovative and traditional methods to recruit job candidates from underrepresented groups and communities of color. Sugarloaf has developed strategic initiatives to ensure a diverse and qualified staff stands ready to serve its customers' needs. Sugarloaf's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career fairs annually;
- Advertising quarterly employment opportunities in diverse publications including bilingual media, e.g., El Planeta and El Mundo and posting job options on public boards;
- Whenever new employment opportunities arise, providing briefings to representatives from recruitment sources tailored to individuals falling in the above- listed demographics concerning current and future job openings. In response to the Commission's inquiry, Sugarloaf will focus heavily on employee retention in order to promote company stability and employee skill building, thus it is difficult to state with precision how many briefings will be needed;
- Encouraging employees to refer applicants from diverse groups for employment whenever new employment opportunities arise and are publicized to employees. In response to the Commission's inquiry, Sugarloaf does not anticipate designating a specified percentage of applicants for referrals Employee referral program is capped \$500 per referral but final amount and terms to be determined by Licensee. Employee is required to maintain employment for at least 6 months to earn the referral bonus; The program will be ongoing until Licensee determines its goals have been satisfied or terminated as unsuccessful and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Sugarloaf's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees. Sugarloaf will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. Sugarloaf will proactively communicate opportunities for advancement, training programs and clearly-defined job descriptions. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon.

Sugarloaf's diverse workplace and cultural competence training will, of course, emphasize its zero-tolerance policy regarding harassment and discrimination and its commitment to take

prompt corrective action should any issues, concerns, or complaints arise. But it will not just focus on prohibited behavior and consequences. It will focus on the positives of personal growth, education and deeper life experience an inclusive workplace brings and highlight the well-documented business benefits as well. All employees will be required to complete this training, which is not stand-alone, but will be fully incorporated into Sugarloaf's general training program so as to emphasize its importance to the company's ethos and overall mission. Broad company awareness of the Diversity Plan goals and Sugarloaf's efforts to create an inclusive, culturally competent workplace is crucial to the company's success. New hires will be introduced to the Diversity Plan at orientation.

Management, staff, associates, vendors, contractors, and the general public will all benefit from knowledge of the Diversity Plan objectives and procedures. Dissemination and reinforcement of the of information central to the Diversity Plan's goals include the following:

- Inclusion of zero-tolerance policies for harassment, discrimination, bullying and other behavior adverse to goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Annual diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Sugarloaf will send Requests for Proposal for Goods and Services to to the above groups that have identified as being such a minority owned businesses when such RFPs are posted. It will also advertise the RFPs is diverse publications and posting on public contracting boards.

For Goal #2 -Contract with diverse businesses

Sugarloaf is committed to utilizing, to the extent possible, businesses owned by or whose employees are a majority of minorities, women, veterans, persons with disabilities and individuals who are LBGTQ and/or identify as a non-normative sexual identity. Sugarloaf will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Plan Populations that are outlined above. Sugarloaf will prioritize suppliers and contractors whose owners or employees meet the criteria outlined above; recruit these individuals or companies and promote this Program when sourcing these services. Sugarloaf will review demographic information from the business or individual in order to see if they meet the Program Populations outlined above and give priority to Marijuana Establishments whose owners or a majority of its employees meet the above criteria when entering into wholesale agreements. The program will be promoted on our website, through direct email marketing to all Marijuana Establishments as well as through social media sites that target the Massachusetts Cannabis industry such as Twitter, Instagram, LinkedIn, Leafly and other appropriate media.

Measuring Progress

Sugarloaf will document the number of diverse employees hired per demographic.

Sugarloaf will document its advertisement.

Sugarloaf will document the number of diverse suppliers, vendors and contractors contracted for services or products and the number of diverse companies that are engaged to determine if the percentage of goals for contracts is achieved.

Six months after opening and again prior to the year-renewal of its license, Sugarloaf will conduct a comprehensive written evaluation of the goals and the programs outlined above. Such comprehensive written evaluation will be available to the Commission.

In addition, if the comprehensive written evaluations show that Sugarloaf is not meeting its goals, then will readjust its programs the following year based on the evaluations in order to meet its goals. It will again conduct a six month and again prior to the year renewal, comprehensive written evaluation. Such evaluations will be available to the Commission.

Acknowledgements

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