



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284213
Original Issued Date: 05/06/2023
Issued Date: 05/06/2023
Expiration Date: 05/06/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sugarloaf Maynard, LLC

Phone Number: 617-312-2239 Email Address: irenehicks26@gmail.com

Business Address 1: 25 Nason Street

Business Address 2:

Business City: Maynard

Business State: MA

Business Zip Code: 01754

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): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership:

Percentage Of Control:

100

Role: Board Member

Other Role:

First Name: James Last Name: Crawford Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 9.9 Percentage Of Control:
Role: Owner / Partner Other Role:
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), Some Other Race or Ethnicity, 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 3

Percentage Of Ownership: 9.9 Percentage Of Control:
Role: Owner / Partner Other Role: Owner
First Name: Irene Last Name: Hicks 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 4

Percentage Of Ownership: 9.9 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Armine Last Name: Hicks 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 5

Percentage Of Ownership: 9.9 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Joi Last Name: Mendes Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 60.4
Entity Legal Name: Crawford Legacy LLC Entity DBA: DBA
City: City:

Entity Description: Crawford Legacy 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: 678-938-3363

Entity Email: james3crawford@gmail.com

Entity Website:

Entity Address 1: 1100 PEACHTREE ST. NE, SUITE 950

Entity Address 2:

Entity City: Atlanta

Entity State: GA

Entity Zip Code: 30309

Entity Mailing Address 1: 1100 PEACHTREE ST. NE, SUITE 950

Entity Mailing Address 2:

Entity Mailing City: Atlanta

Entity Mailing State: GA

Entity Mailing Zip Code:
30309

Relationship Description: Crawford Legacy LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose. Crawford Legacy LLC owns 60.4% of the marijuana establishment - Sugarloaf Maynard LLC.

Crawford Legacy LLC's sole member is James Crawford. James Crawford will serve on the Board of Sugarloaf Maynard LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Charwood Chase Legacy LLC

Entity DBA:

Email:

Phone: 718-578-2229

sheena@dpsullivanlaw.com

Address 1: 1100 PEACHTREE ST. NE, SUITE 950

Address 2: Suite 950

City: Atlanta

State: GA

Zip Code: 30309

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided:

Percentage of Initial Capital:

Loan

\$500000

100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: LMCC

Business Type: Marijuana Retailer

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 2

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: LMCC

Business Type: Marijuana Retailer

Marijuana Establishment City: Taunton

Marijuana Establishment State: MA

Individual 3

First Name: Irene

Last Name: Hicks

Suffix:

Marijuana Establishment Name: LMCC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Taunton Marijuana Establishment State: MA

Individual 4

First Name: Irene Last Name: Hicks Suffix:
Marijuana Establishment Name: LMCC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

Individual 5

First Name: Irene Last Name: Hicks Suffix:
Marijuana Establishment Name: LMCC Business Type: Other
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

Individual 6

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

Individual 7

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

Individual 8

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

Individual 9

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

Individual 10

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

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 25 Nason Street
Establishment Address 2:
Establishment City: Maynard Establishment Zip Code: 01754
Approximate square footage of the establishment: 1800 How many abutters does this property have?: 44
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	Document Name	Type	ID
Category			

Certification of Host Community Agreement	Host_Community_Agreement_between_Sugarloaf_Maynard_LLC_and_the_Town_of_Maynard_needs_FH_to_sign.pdf	pdf	6074c
Community Outreach Meeting Documentation	CCC Community Outreach approval letter from Maynard BOS.pdf	pdf	6074c
Community Outreach Meeting Documentation	Sugarloaf Maynard Host Community Agreement Certification - needs FH to sign.pdf	pdf	6074c
Community Outreach Meeting Documentation	Sugarloaf Maynard Newspaper.pdf	pdf	60a98
Community Outreach Meeting Documentation	Sugarloaf Maynard Newspaper p.2.pdf	pdf	60a98
Community Outreach Meeting Documentation	Corr Legal notice - Outreach meeting Sugarloaf Maynard LLC April 9 2021.pdf	pdf	60a98
Community Outreach Meeting Documentation	04.09.21_Sugarloaf_Form_COM_Attestation.pdf	pdf	60a98
Community Outreach Meeting Documentation	COM - Maynard Attachment C.pdf	pdf	60a98
Plan to Remain Compliant with Local Zoning	SUGARLOAF MAYNARD'S PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	60a99
Certification of Host Community Agreement	2022 Sugarloaf 25 Nason Street Extension of Host Community Agreement SB approved 8-16-2022.pdf	pdf	6324c

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	SUGARLOAF MAYNARD - PIP 01-15-2023 RFI 4 copy copy copy.pdf	pdf	63c4486e522535000867b03c	01/15/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Irene Last Name: Hicks Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Flavia Last Name: Hungaro Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member Other Role: Sole Member of Crawford Legacy LLC - Owner

First Name: James Last Name: Crawford Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Joi Last Name: Mendes Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner Other Role:

First Name: Armine Last Name: Hicks Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: Crawford Legacy LLC Entity DBA:

Entity Description: Crawford Legacy LLC is a single-member Massachusetts limited liability

Phone: 678-938-3363 Email: james3crawford@gmail.com

Primary Business Address 1: 1100 Peachtree St. NE Primary Business Address 2: Suite 950

Primary Business City: Atlanta Primary Business State: GA Principal Business Zip Code: 30309

Additional Information: Crawford Legacy LLC is a single-member Massachusetts limited liability company created to hold interest in operating companies and any other lawful purpose. Crawford Legacy LLC owns 60.4% of the marijuana establishment - Sugarloaf Maynard LLC.

Crawford Legacy LLC's sole member is James Crawford.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization 1.pdf	pdf	609c5d3d6f8420077bfc8e88	05/12/2021
Department of Revenue - Certificate of Good standing	DUA - Maynard.pdf	pdf	627053a54d83ec000a3e7a3f	05/02/2022
Bylaws	Sugarloaf_Maynard_LLC_-_Operating_Agreement_(final).docx.pdf	pdf	63459fbb76c666000821468b	10/11/2022
Secretary of Commonwealth - Certificate of Good Standing	SM - SOS - Certificate of Good Standing - Oct. 2022 .pdf	pdf	636a87328b46e100089b2e4f	11/08/2022
Department of Revenue - Certificate of Good standing	SM - DOR - Certificate of Good Standing - Oct. 2022.pdf	pdf	636a893d8b46e100089b3666	11/08/2022
Secretary of Commonwealth - Certificate of Good Standing	SM - Certificate of Amendment .pdf	pdf	636a89e8bd58f900087da756	11/08/2022

No documents uploaded

Massachusetts Business Identification Number: 001453040

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BP Sugarloaf Maynard_compressed.pdf	pdf	609c8238e067a90777b51a35	05/12/2021
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_Sugarloaf_Maynard,_LLC_Retail.pdf	pdf	60fcf2bc35907208a4671684	07/25/2021
Proposed Timeline	4465C909-0E57-4436-B538-623680302658.jpeg	jpeg	6345a15e76c6660008214905	10/11/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage of Marijuana.pdf	pdf	607502ed7eb80444db467680	04/12/2021
Plan for obtaining marijuana or marijuana products	Sugarloaf Maynard -Plan to Obtain Marijuana.pdf	pdf	60d2be5423f3f9033f371b05	06/23/2021
Restricting Access to age 21 and older	SM Restricting Access to age 21 or older.pdf	pdf	60d2bf5f74b6080359f6c39c	06/23/2021
Storage of marijuana	SM Storage of Marijuana.pdf	pdf	60d2c01b84f3fe0296c3d6ff	06/23/2021
Transportation of marijuana	SM Transportation of Marijuana.pdf	pdf	60d2c05a3678b8028bd3fbee	06/23/2021
Personnel policies including background checks	Sugarloaf Maynard - Personel Policies.pdf	pdf	60d3894223f3f9033f371edb	06/23/2021
Inventory procedures	Sugarloaf Maynard, LLC - Inventory	pdf	60d389ee2ea73e03647679b5	06/23/2021

	Procedures .pdf			
Dispensing procedures	Sugarloaf Maynard, LLC Dispensing Procedures.pdf	pdf	60d38b71da52e3026d45dba0	06/23/2021
Energy Compliance Plan	SM - Energy Compliance.pdf	pdf	622f99fd177b01078937fb83	03/14/2022
Security plan	SECURITY AND DIVERSION PLAN - Revised.pdf	pdf	62704d794d83ec000a3e74b8	05/02/2022
Quality control and testing	SM Quality Control and Testing Procedures - Revised.pdf	pdf	62704ed9560e3c0008885727	05/02/2022
Record Keeping procedures	SM - Record Keeping Procedures - Revised.pdf	pdf	62704fb5560e3c0008885872	05/02/2022
Maintaining of financial records	SM - Maintnace of Financial Records.pdf	pdf	62705052560e3c0008885898	05/02/2022
Qualifications and training	SM - Detailed Description of Qualification and Intended Training for Agents.pdf	pdf	627052844d83ec000a3e78f5	05/02/2022
Diversity plan	SUGARLOAF MAYNARD - Diversisy Plan 12-18-2022 RFI 3.pdf	pdf	639f76b552253500084c1252	12/18/2022

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

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

Date generated: 06/05/2023

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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

**HOST COMMUNITY AGREEMENT
BETWEEN
SUGARLOAF MAYNARD, LLC
AND
THE TOWN OF MAYNARD**

This HOST COMMUNITY AGREEMENT FOR MARIJUANA RETAILERS ("Agreement") is entered into pursuant to M.G.L. c. 94G, sec. 3(d) on this 26th day of January 2021 by and between **Sugarloaf Maynard, LLC**, a Massachusetts limited liability company having a principal business address of 25 Nason Street Maynard, MA 01754 ("OPERATOR") and the **TOWN OF MAYNARD**, a Massachusetts town with a principal address of 195 Main Street, Maynard, MA 01754, by and through its Board of Selectmen or its designee ("TOWN").

WHEREAS, On November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

WHEREAS, On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act"); and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission ("CCC") implemented regulatory framework for the regulation of the adult use of marijuana establishments through 935 CMR 500.000 et. seq. on March 23, 2018 ("CCC Regulations"); and

WHEREAS, a marijuana retailer as defined in the CCC Regulations, means an entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers ("Marijuana Retailer"); and

WHEREAS, OPERATOR seeks licensure and other approvals as a Marijuana Retailer to locate and operate a Marijuana Retailer in the TOWN at 25 Nason Street, Maynard, MA 01754, more particularly described as "Unit 1" on the plan attached hereto and incorporated herein as Exhibit A, with such plan be subject to the approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, (the "Facility"), in accordance with applicable CCC regulations and such approvals as may be issued by the TOWN, by its designated officers, boards and/or commissions, in accordance with its Zoning Bylaw and other applicable regulations in effect at the time that the CCC deems that the OPERATOR's application is complete; and

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN upon receipt of CCC licensure to operate as a Marijuana Retailer in the TOWN and upon receipt of all required local approvals to do so; and

Host Community Agreement || Retail
Town of Maynard & Sugarloaf Maynard, LLC

WHEREAS, OPERATOR and TOWN agree that the OPERATOR's Marijuana Retail business will impact TOWN resources in ways unique to such businesses and will uniquely draw upon TOWN resources such as TOWN's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the TOWN; and

WHEREAS, M.G.L. c. 94G, §3 (d) requires "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center"

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the OPERATOR and the TOWN agree as follows:

1. **Licensure:** All rights and obligations under this Agreement are expressly conditioned upon the OPERATOR's receipt of a license from the CCC allowing the operation as a Marijuana Retailer within TOWN and upon OPERATOR's obtaining all local approvals for the same. The required Special Use Permit, if and when issued, shall be appended to this Agreement. If OPERATOR fails to secure licensure from the CCC or any required local approvals, this Agreement shall be null and void and the proposed business shall not be permitted.
2. **Compliance and Cooperation:** OPERATOR shall comply with all state laws, regulations and orders applicable to Marijuana Retailers, and all municipal laws, bylaws, regulations and orders applicable to the operation of Marijuana Retailers in TOWN, such provisions being incorporated herein by reference.
 - a. OPERATOR shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of Marijuana Retailers and shall work cooperatively and in good faith with the TOWN in securing the prompt and efficient siting, planning, permitting and preparation for opening as a Marijuana Retailers.
 - b. OPERATOR agrees and understands that the TOWN's execution of this Agreement does not constitute a local approval under the TOWN's zoning bylaws or any other TOWN bylaw or regulation and, thus, shall not: (i) require or obligate the TOWN or its departments or boards to issue such permits and approvals as may be necessary for the OPERATOR to operate as a Marijuana Retailer in the TOWN; (ii) affect, limit, or control the authority of TOWN boards, commissions, councils, and departments from carrying out their respective powers and duties to decide upon and to issue, deny, or otherwise act on

Host Community Agreement || Retail
Town of Maynard & Sugarloaf Maynard, LLC

applicable permits and other approvals under the laws and regulations of the Commonwealth, or the TOWN's bylaws and regulations; or (iii) cause the TOWN to refrain from enforcement action against the OPERATOR for violations of the terms and conditions of such permits and approvals, or such laws, regulations and/or bylaws.

3. **Community Impact Fee:** For the operation as a Marijuana Retailer, the OPERATOR shall pay a community impact fee as allowed by M.G.L. c. 94G, § 3 (d) ("Impact Fee") in the amounts and under the terms provided herein. OPERATOR shall pay 3% of Gross Sales due as follows:
 - a. The OPERATOR shall make quarterly payments to the TOWN in an amount equal to three percent (3%) of the gross quarterly sales of adult-use cannabis and cannabis products.
 - b. The first quarterly payment shall be made within thirty (30) days of the close of the first fiscal quarter following commencement of operations.
 - c. Subsequent quarterly payments shall be due within thirty (30) days of the end of the OPERATOR's preceding fiscal quarter throughout the term of the HCA.
 - d. In the event of a relocation out of the TOWN, an adjustment of the Impact Fee due to the TOWN shall be calculated based on the period of occupation of the Facility with the TOWN, but in no event shall the TOWN be responsible for the return of any Payment or portion thereof already provided to the TOWN by the Company.
4. **Impact Fees Relative to Town Costs:** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center ..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to Impact Fee schedule above in lieu of attempting to determine actual Town Costs incurred. OPERATOR acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, OPERATOR acknowledges that the payments due under this Agreement are reasonably related to Town Costs.
5. **Impact Fees as Other Municipal Charges.** Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of OPERATOR or agent thereof if OPERATOR'S name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to OPERATOR by the Tax Collector, as required by applicable provision of law, and OPERATOR must be given the opportunity

for a hearing not earlier than fourteen (14) days after said notice together with a right to cure.

6. **Application of Impact Fee:** OPERATOR expressly acknowledges and agrees that the TOWN is under no obligation to use the payments made hereunder in any particular manner or for any particular purpose.
7. **Accounting and Review.** OPERATOR shall submit a letter certified as accurate by its Chief Financial Officer to the TOWN not later than thirty days (30) days after the end of the OPERATOR's preceding fiscal quarter with a certification of the gross sales for said quarter. Within forty-five (45) days after the end of OPERATOR's fiscal year, OPERATOR shall submit a certified statement of the gross sales by quarter for the subject fiscal year, as certified by OPERATOR's outside Public Accountant.

OPERATOR shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in conformance with generally accepted accounting principles and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years. Records and images may be stored electronically and need not be maintained as hard copies or in original form.

So long as this Agreement is in effect and for a period of three (3) years thereafter, the TOWN shall have the right to examine those portion(s) of OPERATOR's books and financial records which relate to determination of the sum of the Payments. Examinations may be made upon not less than thirty (30) days prior written notice from the TOWN and shall occur only during normal business hours at such place where said books and financial records are maintained. The TOWN's examination as aforesaid, shall be conducted in such manner as to not interfere with OPERATOR's normal business activities.

In the event that the Parties disagree to the accuracy of the certification of the OPERATOR's quarterly sales, the TOWN may conduct an examination of such sales at the expense of the TOWN. If, after such examination and re-computation, an additional fee or payment is owed to the TOWN, the OPERATOR shall reimburse the TOWN for the reasonable cost of the examination, such an amount not to exceed the re-computation reimbursement.

8. **Payment as Condition of Operation, Default and Remedy.** Payment as set forth above is necessary for OPERATOR's continued operation in the TOWN. Failure to make the required payments as scheduled and a failure to cure the failure to pay within ten (10) days of the due date, shall constitute default of this Agreement and may serve as cause for TOWN's immediate review, upon ten (10) business days' notice to OPERATOR by the Board of Selectmen. OPERATOR shall be in default of this Agreement if any of the following occur:

- a. OPERATOR fails to make the required payments pursuant to Section 3 above, and such failure is not cured within ten (10) business days of written notification from TOWN; or
- b. OPERATOR fails to begin operations within two (2) years of the date of execution of this Agreement, unless OPERATOR receives approval from the Board of Selectmen, in its sole discretion, to extend the time for compliance with this Section. Any additional extensions shall be subject to further approval of the Board of Selectmen.
- c. OPERATOR breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from TOWN.

As remedy for any such default, the TOWN may, among other remedies, revoke or limit the permission of the OPERATOR to operate in the TOWN and to issue an order to cease and desist with all operations upon such written notice from the TOWN. Payment means any payment paid from the OPERATOR to the TOWN pursuant to the terms of this Agreement. The TOWN's costs of enforcing against any such default, including the TOWN's attorneys' fees, shall be paid by the OPERATOR.

- 9. **Reporting:** OPERATOR shall provide the TOWN with all copies of its publicly available filings to the Cannabis Control Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue, as requested.
- 10. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") OPERATOR may provide to the TOWN certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information"). TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law. To the extent, the address of Facility's retail facilities and any documents describing, depicting or otherwise outlining a licensee's security schematics or global positioning system coordinates, physical layout, as well as policies, procedures, practices, and plans pertaining to security are exempt from M.G.L. c. 66, the TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose said information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law. TOWN shall forthwith notify OPERATOR of an intended disclosure with sufficient advance notice in order to

allow OPERATOR fair opportunity to seek a protective order from a court, should OPERATOR elect to so pursue.

11. **Local Taxes:** OPERATOR shall not object or otherwise challenge the taxability of its real or personal property, as long as the valuation is fair and reasonable and consistent with other commercial properties within the TOWN and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, in the event the OPERATOR files as a non-profit:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The OPERATOR shall not request any tax credits or subsidy from the TOWN for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

OPERATOR understands that the Town has accepted G.L. c. 64N, § 3, allowing a local sales tax on all retail sales of marijuana and marijuana products by a Marijuana Retailer and agrees to collect and remit the same.

12. **Other Payments.** Sugarloaf Maynard, LLC anticipates that it will make annual purchases of water, and sewer from all local government agencies. Sugarloaf Maynard, LLC will pay any and all fees associated with the local permitting of the Sugarloaf Maynard, LLC Maynard Marijuana Establishment

13. **Term:** The term of this Agreement shall be approximately five years from the close of the first quarter following commencement of operations and concluding when the twentieth (20th) quarterly Impact Fee is paid to the TOWN by the OPERATOR, unless sooner terminated by:

- a. revocation of OPERATOR's license by the CCC; or

- b. revocation of OPERATOR's license by the Board of Selectmen; or
 - c. revocation of OPERATOR's special permit or other local permit or license; or
 - d. OPERATOR's voluntary or involuntary cessation of operations; or
 - e. the TOWN's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of notice of such breach.
14. **Renegotiation/Applicability:** The terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement, provided, however, that in no event shall OPERATOR be permitted to continue to operate its Facility after termination as set forth in Sections 8 and 13 above. Six (6) months prior to the end of the term of this Agreement, the parties shall negotiate in good faith a successor agreement, inclusive of Community Impact Fees, to the extent permitted by law.
15. **Security and Public Safety:** The OPERATOR shall work with the TOWN's Police Department and the TOWN's Fire Department to determine the placement of interior and exterior security cameras. OPERATOR will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to meetings no less than every 4 months to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) locations may be altered by the CCC during their security and architectural review process.
16. **No Shared Premises.** Subject to approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, the Facility shall not share any portion of the premises described as Unit 1 in Exhibit A with any other tenant of the building located at 25 Nason Street. This includes but is not limited to any common bathrooms, areas of ingress or egress, community or break rooms. Unit 1 shall be secured from access to the Premises by permanent walls and exterior grade doors.
17. **Approval of On-Site Manager:** The OPERATOR shall provide to the TOWN, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the OPERATOR's Facility which submittal shall include authorization to perform a criminal offender record information (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the TOWN shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the TOWN denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if TOWN does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, the on-site manager of the OPERATOR's Facility shall

be deemed approved by TOWN. This approval process shall also apply to any change of on-site manager.

18. **Prevention of Diversion:** The, OPERATOR shall work with the TOWN's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the sales commencement date. Such plan will include, but is not limited to, (i) training employees to be aware of, observe, and report any unusual behavior in OPERATOR's Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory. Failure to adhere to such plan following written notice of such failure shall constitute a default of this Agreement. In all such circumstances, the OPERATOR, shall be permitted thirty (30) days to cure any such failure.
19. **Emergency Response Information:** OPERATOR shall file a satisfactory security and traffic management plans and emergency response plan with the TOWN's Police Chief and Fire Chief which includes: (i) A description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the Facility; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the Facility; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Maynard Fire Department or the Maynard Police Department; and (x) the location of security cameras within and outside of the Facility.
20. **On-Site Consumption Prohibited:** OPERATOR agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.
21. **Community Impact Hearing Concerns:** OPERATOR agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at OPERATOR'S required Community Outreach Meeting relative to the operation of the Facility.
22. **Hours of Operation:** OPERATOR shall comply with the hours of operation as determined by the Board of Selectmen as the license authority Chapter 39 of the General Bylaws.

23. Retail Sales Prohibitions:

A. OPERATOR shall be prohibited from operating any displays as prohibited by the CCC or its regulations.

B. OPERATOR shall be prohibited from operating self-service displays, which includes any display from which customers may select marijuana or a marijuana-infused (e.g. THC) products without assistance from the OPERATOR.

C OPERATOR further shall be prohibited from operating vending machines, which includes any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes marijuana or a marijuana products.

D. OPERATOR shall be prohibited from the sale or distribution of edible marijuana products in any form other than an original factory-wrapped package, including the repackaging or dispensing of any edible marijuana products for retail sale.

24. Access to Premises: Operator shall comply with CCC regulations and location regulation regarding the age of persons permitted on the premises

25. Local Hiring: To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, OPERATOR will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for its Facility to qualified Maynard residents. OPERATOR will endeavor to hire local, qualified employees to the extent consistent with law and with the demands of OPERATOR's business. OPERATOR will endeavor in a good faith, legal and non-discriminatory manner to use local vendors and suppliers where possible.

26. Assignment: OPERATOR shall not assign or transfer this Agreement, in whole or in part, or grant any license, concession or permission therein without prior approval of the TOWN. OPERATOR shall provide the TOWN thirty (30) days' prior written notice of its intent to assign or transfer. If this Agreement shall be so assigned or transferred, TOWN shall be entitled to a reasonable payment to cover its costs of due diligence and review of the proposed assignee or transferee, and to continue to receive Impact Fees and any and all other payments due under this Agreement from such assignee or transferee. No such assignment or transfer shall be deemed a waiver or release of the assignee or transferee from full performance hereunder, and the Agreement shall be binding upon any such assignee or transferee. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

27. Limitation on Operations: The OPERATOR acknowledges and agrees that this Agreement covers the operation of the facility under the full use of the OPERATOR's Marijuana Retailer license and no other business enterprise shall be undertaken at the facility absent express agreement of the TOWN.

28. **Closure and Clean-Up:** In the event the OPERATOR ceases operations at the facility, the OPERATOR shall remove all materials, marijuana and marijuana products, equipment and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the OPERATOR shall provide documentation of a bond or other resources held in an escrow account naming the TOWN in an amount sufficient to adequately support the dismantling and winding down of the facility. The parties acknowledge that the failure to remove controlled materials (e.g. THC products) in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate. Thus, the OPERATOR shall pay to the TOWN as liquidated damages, and not as a penalty, an amount equal Five Thousand (\$5,000) Dollars.
29. **No Joint Venture:** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the TOWN, or the TOWN and any other successor, affiliate or corporate entity as joint ventures or partners.
30. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either TOWN or the OPERATOR.
31. **Retention of Regulatory Authority:** By entering into this Agreement, TOWN does not waive any enforcement rights or regulatory authority it currently holds over any business in TOWN.
32. **Notice:** Any and all notices or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail, or delivered by other reputable delivery service, to the parties as set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand; if so mailed, when deposited with the U.S. Postal Service; or if sent by private overnight or other delivery service, when deposited with such delivery service.

If to TOWN:	If to OPERATOR:
Town Administrator TOWN OF MAYNARD 195 MAIN ST MAYNARD MA 01754-2575	Sugarloaf Maynard, LLC

With copies to:	If to OPERATOR:

33. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction. The parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
34. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
35. **Severability:** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the TOWN would be substantially or materially prejudiced. The TOWN and the OPERATOR agree to negotiate in good faith any term that is determined to be illegal, otherwise invalid, or incapable of being enforced to a mutually agreeable term that is legal, valid and enforceable.
36. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and

representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

37. **Amendment:** This Agreement may only be amended by a written document duly executed by the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the TOWN and the OPERATOR.
38. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both parties hereto.
39. **Headings:** The article and section headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
40. **Counterparts:** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
41. **Signatures:** Facsimile or electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed on the date below, as a sealed instrument by OPERATOR's duly authorized officer, and by the TOWN OF MAYNARD.

Town of Maynard, Massachusetts
by its Board of Selectmen



Chairman



Clerk



Member



Member

Sugarloaf Maynard, LLC



By: Flavia Hungaro, Manager



OFFICE OF THE
BOARD OF SELECTMEN
TOWN OF MAYNARD

MUNICIPAL BUILDING
195 MAIN STREET
MAYNARD, MASSACHUSETTS 01754
Tel: 978-897-1301 Fax: 978-897-8457

Chairman Justine St. John
Selectman Jeffrey Swanberg
Selectman Armand Diarbekirian
Selectman David Gavin
Selectman Chris DiSilva

January 26, 2021

Cannabis Control Commission
2 Washington Square
Worcester, MA 01604
(617)701-8400

To whom this may concern,

Sugarloaf Maynard, LLC will conduct a Community Outreach Meeting on an Online Zoom Meeting Link, which will be conducted in accordance with the Cannabis Control Commission Administrative Order No. 2 (Administrative Order Allowing Virtual Web-Based Community Outreach Meetings), on the following matter:

Sugarloaf Maynard intends to apply for a Marijuana Retailer Establishment license, 25 Nason Street, Maynard, MA (the "Premises"), pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

This letter confirms that the Maynard Board of Selectmen approves Sugarloaf Maynard to host a virtual community outreach meeting.

Sincerely,

Maynard Board of Selectmen

Justine St. John, Chair

Jeffrey Swanberg, Clerk

Chris DiSilva, Selectmen

David Gavin, Selectman

Armand Diarbekirian, Selectmen



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Sugarloaf Maynard, LLC

2. Name of applicant's authorized representative:

Flavia Hungaro, Manager

3. Signature of applicant's authorized representative:

Flavia Hungaro

4. Name of municipality:


Town of Maynard

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

[Signature]



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



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

mzammuto@townofmaynard.net

8. Host community agreement execution date:

January 26, 2021

Attachment A

9/4/5 if you have any questions.

AD# 13949503
MWDN 3/25/21

STOW/501 Gleasondale Rd LEGAL NOTICE NOTICE OF TIER CLASSIFICATION

Gleasondale Mill
501 Gleasondale Road, Stow, MA
RTN 2-21116

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. The site has been classified as Tier I pursuant to 310 CMR 40.0500. On March 20, 2021, Stow Industrial LLC filed a Tier I Classification Submittal with the Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Dennis P. Gusira, LSP, GRS Environmental, 69 School Street, Middleton, MA 01949 Tel. 978-289-8280. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) 2-21116 at <https://easonline.epa.state.ma.us/portal/search/wastefile> or at MassDEP Central Regional Office, 8 New Bond Street, Worcester, MA 01606 Tel. 508-792-7650. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.

AD# 13949421
MWDN 3/25/21

25 NASON STREET LEGAL NOTICE You are invited to join a COMMUNITY OUTREACH MEETING to learn about this proposed project. Sugarloaf Maynard to be located at 25 Nason Street, Maynard, MA 01754. Marijuana Retail Establishment Friday April 9, 2021 6:00 pm

Sugarloaf Maynard, LLC

Sugarloaf Maynard will hold a Virtual Community Outreach Meeting on April 9, 2021 from 6:00 PM to 7:00 PM to provide information related to the proposed siting of a licensed Cannabis Retail Store at 25 Nason Street, Maynard, MA 01754.

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

The Virtual Community Outreach Meeting via Zoom is available at the web address:
<https://us02web.zoom.us/j/85094467253?pwd=ZkVZTB6VC9yRTB5UkU0Mj00QXZkUT09>

Join Zoom Meeting
<https://us02web.zoom.us/j/85094467253?pwd=ZkVZTB6VC9yRTB5UkU0Mj00QXZkUT09>

Meeting ID: 850 9446 7253
Passcode: 474223
One tap mobile
+13126266799, 85094467253#...474
2238 US (Chicago)
+19294362866, 85094467253#...474
2238 US (New York)

Dial-In:
+1 929 436 2866
Meeting ID: 850 9446 7253
Passcode: 474223

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing flaviahungaro@hotmail.com or asked during the meeting after the presenta-

tion of a pre-existing nonconforming use to allow for the construction of a +/-344 square foot addition to the existing single-family dwelling. The subject parcel is located at 13 Hunter Avenue, Assessors' Map 35, Parcel 45 in the SB Zoning District. The Board may consider any action deemed necessary relative to the subject petition.

All petition materials are available for review in the Town Clerk's Office during regular business hours, on the Town of Hudson website at <https://www.townofhudson.org/zoning-board-appeals>, and can be requested by calling (978) 562-2989 or by sending an email to kjohnson@townofhudson.org.

Jason Mauro, Clerk
Hudson Zoning Board of Appeals

AD#13949198
MWDN 3/25, 4/1/21

TUTTLE ESTATE LEGAL NOTICE Commonwealth of Massachusetts

The Trial Court
Probate and Family Court
Middlesex Division
208 Cambridge Street
Cambridge, MA 02141
(617) 768-5800

Docket No. M121P1201EA

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Herbert Wesley Tuttle

Also known as: Wes Tuttle

Date of Death: 09/19/2020

To all interested persons:

A Petition for Formal Adjudication of Intestacy and Appointment of Personal Representative has been filed by Ryan W. Tuttle of Marlborough, MA, requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Ryan W. Tuttle of Marlborough, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 04/15/2021.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Maureen H Monks, First Justice of this Court.

Date: March 18, 2021

Tara E. DeCristofaro
Register of Probate

AD# 13949230
MWDN 3/25/21

Wicked Local Jobs
will get the job done.



Jobs
wickedlocaljobs.com

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Attachement A

Legal Notices

CC/27 SAWMILL LANE LEGAL NOTICE NOTICE OF PUBLIC HEARING SUDBURY CONSERVATION COMMISSION

The Sudbury Conservation Commission will hold a public hearing to review the Abbreviated Notice of Intent filing for tree removal within the 100-foot Buffer Zone pursuant to the state Act and local Bylaw, at 27 Sawmill Lane, Sudbury MA, Matthew Whitfield, applicant. The hearing will be held on Mon, April 5, 2021 at 6:45 pm, via remote participation.

Please see the Conservation Commission web page for further information. <https://sudbury.ma.us/conservationcommission/meeting/conservation-commission-meeting-monday-april-5-2021-2/>

SUDBURY CONSERVATION COMMISSION
March 22, 2021

AD#13949403
MWDN 3/25/21

CC/9 BARN LANE LEGAL NOTICE of Public Hearing 9 Barn Lane

In accordance with the Wetlands Protection Act, (Mass. General Laws, Chapter 131, Section 40) and the Southborough Wetlands Bylaw, the Southborough Conservation Commission will conduct a public hearing on Thursday, April 1, 2021 at 7:00 p.m. via a virtual Zoom Meeting. The Commission will consider a Notice of Intent for a project located at 9 Barn Lane (Map 81, Lot 35) for the applicant Craig & Jolanda MacDonald. The project description is construction of a swimming pool within the buffer zone. This will be a virtual meeting in accordance with orders issued by the Governor during the current State of Emergency. There will be no in-person attendance by the public. Persons may attend and participate in the hearing by following the Zoom link at southborough.ma.us/remotemeeting and to review meeting material.

<http://masspublicnotices.org/>

AD#13948395
MWDN 3/25/21

CC/105 BOSTON POST ROAD LEGAL NOTICE NOTICE OF PUBLIC HEARING SUDBURY CONSERVATION COMMISSION

The Sudbury Conservation Commission will hold a public hearing to review the Notice of Intent filing for renovations to the existing vehicle service building, construction of a parking lot, and associated stormwater management system within the 100-foot Buffer Zone pursuant to the state Act and local Bylaw, at 105 Boston Post Road, Sudbury MA, John Welch, Herb Chambers of Sudbury, Inc., applicant. The hearing will be held on Mon., April 5, 2021 at 6:45 pm, via remote participation.

Please see the Conservation Commission web page for further information. <https://sudbury.ma.us/conservationcommission/meeting/conservation-commission-meeting-monday-april-5-2021-2/>

SUDBURY CONSERVATION COMMISSION
March 22, 2021

AD#13949500
MWDN 3/25/21

HOPKINTON/1 WHISPER WAY LEGAL NOTICE

The Hopkinton Conservation Commission will hold a public hearing on Tuesday, April 6, 2021 at 7:00 P.M. virtually online, to hear all persons interested in a Notice of Intent filed by Donna McIntyre to construct a garage addition with associated site work.

Location: 1 Whisper Way – Assessors Map R16 Block 56 Lot 0

This application is subject to the Wetland Protection Act, Chapter 131, Section 40 as amended of the General Laws of Massachusetts (Act) and the

Legal Notices

MALINS ESTATE LEGAL NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Middlesex Division 208 Cambridge Street Cambridge, MA 02141 (617) 768-5800 Docket No. M21P0923EA INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Eric Scott Malins

Also Known As: Eric S. Malins

Date of Death: December 14, 2020

To all persons interested in the above captioned estate, by Petition of Petitioner Toni Culbert of Maynard MA a Will has been admitted to informal probate.

Toni Culbert of Maynard MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD# 13949482
MWDN 3/25/21

LIC/151R HAYDEN ROWE LEGAL NOTICE PUBLIC HEARING NOTICE CHAPTER 19C(i)(n) FARMER- BREWERY SERIES POURING LICENSE AMENDMENT APPLICATION ALTERATION OF PREMISES, OUTDOOR SEATING Craftline Brewing Company, d/b/a Starline Brewing Company 151R Hayden Rowe, Hopkinton, MA

The Hopkinton Select Board will hold a public hearing on Tuesday, April 6, 2021 at 6:45 p.m. on an application to amend Craftline Brewing Company's license under M.G.L. c.138 sec. 19C, submitted by Craftline Brewing Company d/b/a Starline Brewing Company, to expand the area for permanent outdoor seating.

The applicant seeks approval to include an expanded seasonal outdoor seating area, approximately 3,100 sq. ft., within the existing exterior walls of the building. The area would accommodate 80 seats, and would have two entrances and one exit. The overall maximum occupancy of the premises would not change.

The public hearing will be held remotely via Zoom teleconference, pursuant to the "Order Suspending Certain Provisions of the Open Meeting Law, G.L. 30A § 20", issued by Governor Baker on 3/12/2020. Instructions for joining the Zoom meeting will be included in the calendar web posting for this meeting and the meeting agenda at www.hopkintonma.gov, or may be obtained by emailing Elaine Lazarus at elaine@hopkintonma.gov, or calling the Town Manager's office at 508-497-9701. To view the petition, including plans, or to submit comments or questions for the Select Board, email Elaine Lazarus at elaine@hopkintonma.gov.

Brendan Tedstone, Chair
Hopkinton Select Board

AD#13948673
MWDN 3/25/21

tion. If you are unable to attend the meeting but wish to have a personal telephone call or video conference, please email us to schedule time to meet.

This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavio Hungaro at flaviohungaro@hotmail.com 508-740-7243

AD#13949524
MWDN 3/25/21

CC/ 114 GLEN STREET LEGAL NOTICE TOWN OF NATICK CONSERVATION COMMISSION

In accordance with the Wetlands Protection Act, (Mass. General Laws, Chapter 131, Section 40), and Natick's Local Wetlands Bylaw-Article 30, the Natick Conservation Commission will hold a public hearing on a Request for Determination of Applicability filed by Don Frail, for property located at 114 Glen Street, (Map 74, Lot 12D). The proposal is to install a 30" high stone wall along the frontage of the property.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting will be conducted via REMOTE PARTICIPATION on Thursday, April 1, 2021, at 7:00 pm. The public may participate in this meeting. Login/call-in information for the meeting will be provided on the Conservation Commission Agenda posted on the Town's website at least 48 hours prior to the meeting.

To view application materials and find other important information please visit: <https://www.natickma.gov/1669/WelcomAnnouncements>

As per order-
Matthew Gardner, Chair
Natick Conservation Commission

AD# 13949292
MWDN 3/25/21

CC/4 CONNECTICUT AVENUE LEGAL NOTICE TOWN OF NATICK CONSERVATION COMMISSION

In accordance with the Wetlands Protection Act, (Mass. General Laws, Chapter 131, Section 40), and Natick's Local Wetlands Bylaw-Article 30, the Natick Conservation Commission will hold a public hearing on a Request for Determination of Applicability filed by Joseph Andrews, for property located at 4 Connecticut Avenue, (Map 21, Lot 187). The proposal is to install a natural gas plastic pipe in the existing roadway and front of the property.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting will be conducted via REMOTE PARTICIPATION on Thursday, April 1, 2021, at 7:00 pm. The public may participate in this meeting. Login/call-in information for the meeting will be provided on the Conservation Commission Agenda posted on the Town's website at least 48 hours prior to the meeting.

To view application materials and find other important information please visit: <https://www.natickma.gov/1669/WelcomAnnouncements>

As per order-
Matthew Gardner, Chair
Natick Conservation Commission

AD#13948419
MWDN 3/25/21

ZBA/13 HUNTER AVENUE LEGAL NOTICE NOTICE OF PUBLIC HEARING Petition #2021-02

Notice is hereby given of a Public Hearing to be held by the Hudson Zoning Board of Appeals on Thursday

Veteran film George Segal

Andrew Dalton
ASSOCIATED PRESS

LOS ANGELES – George Segal, banjo player turned actor who nominated for an Oscar for 1970's "Who's Afraid of Virginia Woolf?" worked into his late 80s on the ABC sitcom "The Goldbergs," died Tuesday in Santa Rosa, California, his wife said.

"The family is devastated to announce that this morning George Segal passed away due to complications following bypass surgery," Sonia Segal said in a statement. He was 87.

George Segal was always best known as a comic actor, becoming one of screen's biggest stars in the 1970s as lighthearted adult comedies thrived.

But his most famous role was in the harrowing drama, "Who's Afraid of Virginia Woolf?" based on Edward Albee's acclaimed play.

He was the last surviving crew member of the tiny cast, all four of whom were nominated for Academy Awards: Elizabeth Taylor and Richard Burton for starring roles, Sandy Dennis and Segal for supporting performances. The women won Oscars, the men not.

To younger audiences, he was best known for playing magazine publisher Jack Gallo on the long-running NBC series "Just Shoot Me!" from 1997 to 2002 and as grandfather Albert "Pops" Segal on the "The Goldbergs" since 2013.

"Today we lost a legend. It was an honor being a small part of George Segal's amazing legacy," said "Goldbergs" creator Adam Goldberg, who based the show on his 1980s childhood. "By fate, I ended up casting the perfect son to play Pops. Just like my grandfather, George was a kid at heart with a magical spark."

In his Hollywood prime, he played stuffy intellectual opposite Barbra Streisand's freewheeling prostitute in 1970's "The Owl and the Pussycat," cheating husband opposite Glenn Jackson in 1973's "A Touch of Class," hopeless gambler opposite Elliott Gould in director Robert Altman's 1974 "California Split"; and a bank-robbing su-

Attachment B



You are invited to join a COMMUNITY OUTREACH MEETING
to learn about this proposed project:
Sugarloaf Maynard to be located at 25 Nason Street, Maynard, MA 01754
Marijuana Retail Establishment

Friday April 9, 2021

6:00 pm

Sugarloaf Maynard, LLC

Sugarloaf Maynard will hold a Virtual Community Outreach Meeting on **April 9, 2021** from 6:00 PM to 7:00 PM to provide information related to the proposed siting of a licensed Cannabis Retail Store at 25 Nason Street, Maynard, MA 01754.

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

The Virtual Community Outreach Meeting via Zoom is available at the web address:
<https://us02web.zoom.us/j/85094467253?pwd=ZktVZTB6VC9yRTB5UFNJdmx0QXZkUT09>

Join Zoom Meeting

<https://us02web.zoom.us/j/85094467253?pwd=ZktVZTB6VC9yRTB5UFNJdmx0QXZkUT09>

Meeting ID: 850 9446 7253

Passcode: 474223

One tap mobile

+13126266799,,85094467253#,,,,*474223# US (Chicago)

+19294362866,,85094467253#,,,,*474223# US (New York)

Dial-In:

+1 929 436 2866

Meeting ID: 850 9446 7253

Passcode: 474223

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing flaviahungaro@hotmail.com or asked during the meeting after the presentation. If you are unable to attend the meeting but wish to have a personal telephone call or video conference, please email us to schedule time to meet.

This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavia Hungaro at flaviahungaro@hotmail.com 508-740-7243



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): 4-9-2021
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:

March 25, 2021

b. Name of publication:

Metro west Daily News

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:

March 30, 2021

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:

March 24, 2021

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



Name of applicant:

Sugarloaf Maynard, LLC

Name of applicant's authorized representative:

Flavia Hungaro

Signature of applicant's authorized representative:

DocuSigned by:

4F7CA7947FFD4EA...



Attachment C

You are invited to join a COMMUNITY OUTREACH MEETING
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Sugarloaf Maynard to be located at 25 Nason Street, Maynard, MA 01754
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This is a Community Outreach meeting for a proposed marijuana establishment. For questions please contact Flavia Hungaro at flaviahungaro@hotmail.com 508-740-7243

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Sugarloaf Maynard, LLC. (“Sugarloaf”) will remain compliant at all times with the local zoning requirements set forth in the Town of Maynard’s Zoning By-laws. In accordance with the Zoning By-laws, Sugarloaf’s proposed Marijuana Retailer is located in the CB – Mixed use residential, retail, office, hotel Zoning District designated for a Marijuana Retailer.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

As required by Town of Maynard’s Zoning By-laws, Sugarloaf will apply for a Special Permit and Site Plan Review from the local Special Permit Granting Authority: the Maynard Board of Selectmen. Sugarloaf will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Sugarloaf will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Sugarloaf’s proposed location.

Sugarloaf has already attended meetings with Maynard’s municipal officials to discuss its preliminary plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with the Town. Sugarloaf will continue to work cooperatively with various Maynard’s municipal departments, boards, and officials to ensure that its Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Sugarloaf has also retained the law office of Walter J. Sullivan, Jr. to assist with ongoing compliance with local zoning requirements.



TOWN OF MAYNARD

Office of Select Board

MUNICIPAL BUILDING

195 Main Street

Maynard, MA 01754

Tel: 978-897-1301 Fax: 978-897-8457

www.townofmaynard-ma.gov

Chris DiSilva, member
Jeffrey Swanberg, member

Justine St. John, member
Armand Diarbekirian, member

David Gavin, member

Select Board Meeting Minutes
Tuesday, August 16, 2022
Town Hall, room 201
Time: 7:00 pm

Subject: Sugarloaf, 25 Nason Street: Extension of Host Community Agreement

A motion was made by Mr. Diarbekirian to extend the Host Community Agreement with Sugarloaf Maynard LLC to be located at 25 Nason Street for a new deadline to be operational by January 23, 2024.

Mr. DiSilva made second.

Vote: 5-0

Chris DiSilva

Jeffrey Swanberg

David Gavin

Justine St. John

Armand Diarbekirian

SUGARLOAF MAYNARD, LLC's PLAN TO POSITIVELY IMPACT (January 2023)

SUGARLOAF MAYNARD, LLC is located in the Town of Maynard. Although Maynard is not a disproportionate impacted community, it does have a disproportionately impacted community in the area, the City of Fitchburg. Sugarloaf Maynard will focus its hiring and obtaining contractual services from the population located in Fitchburg.

SUGARLOAF MAYNARD, LLC is committed to a positive impact plan that will make the legalized marijuana industry a net positive to the Town of Maynard and its residents and the Commonwealth as a whole and its residents.

SUGARLOAF MAYNARD, LLC acknowledges and is aware of, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

GOALS

2. Reducing barriers to entry into the commercial adult-use cannabis industry; SUGARLOAF MAYNARD, LLC is committed to providing loan interest loans, which is defined as a rate below the national interest rate, to Social Equity Applicants and to hiring at least 25% of its staff that are Massachusetts residents who have past drug convictions that would not prohibit them from working in the cannabis industry

2. Promoting sustainable, socially and economically reparative practices in the cannabis industry in Massachusetts by offering a minimum of 2 training sessions (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 areas training consortiums and other such groups, as to job placement and training assistance to those residents who were disproportionately harmed by the war on drugs.

PROGRAMS

1. Providing low-interest loans to social equity applicants with limited net worth and who have not been able to access traditional sources of capital to meet their start-up needed and working capital needs.

2. Giving hiring preference to individuals in the City of Fitchburg and surrounding cities – City of Lowell and the areas of the City of Worcester - that have been designated by the Cannabis Control Commission as areas that have been disproportionately impacted by cannabis prohibition. SUGARLOAF MAYNARD, LLC will do outreach efforts in the City of Fitchburg and surrounding cities for hiring to enrich the lives of such citizens who have been disproportionately impacted. SUGARLOAF MAYNARD, LLC shall include in its monthly diversity hiring job postings in the Fitchburg Sentinel and Enterprise that it is also hiring people with past drug convictions.

3. Working with the City of Fitchburg's Economic and Community Development, SUGARLOAF MAYNARD, LLC will provide at least once a year educational opportunities for Fitchburg residents, especially those residents impacted by the war on drug, working in the cannabis industry, which will include how to expunge a criminal record and other such barriers in order to work in the cannabis industry. These educational opportunities will be held in City owned community rooms and it will be open for a group not larger than a maximum of 20 people per session.

MEASUREMENTS

In order for programs to be effective over the long-term, SUGARLOAF MAYNARD, LLC 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 MAYNARD, LLC will track the the number of social equity applicants that apply for low interest loans, the number of social equity applicant that received low interest loan and the reason why social equity applicant were not approved for the low interest loans.

b. SUGARLOAF MAYNARD, LLC 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 25% of employees coming from the above-listed groups who have been disproportionately harmed. If hiring of disproportionately impacted applicants is not at the 25% goal, it will change how it sources and screens its candidates, by reevaluating how and where it is advertising job listings.

c. SUGARLOAF MAYNARD, LLC will diligently track its partnerships with community groups – North Central Career Center, North Central Development Corporation, Work, Inc., Operation Services, etc., - 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.

d. SUGARLOAF MAYNARD, LLC 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." These websites and social media

sites will include the sites belong to the aforementioned groups, Sugarloaf's own website, community websites and bulletin boards. 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.

2. Qualitative Evaluation:

a. At a minimum, SUGARLOAF MAYNARD, LLC will undertake annual self-evaluations of its overall positive impact programs on the communities it seeks to serves.

b. SUGARLOAF MAYNARD, LLC 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 MAYNARD, LLC 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.

d. SUGARLOAF MAYNARD, LLC will evaluate the trainings and technical assistance that it provides directly, and through community groups, as well as evaluating the low interest loans that it provides to social equity applicants, which evaluation will include but not limited to, the amount of applicants that apply for loans, rejected for loans and approved for loans to ensure that it is reaching the applicants that it intended to reach.

SUGARLOAF MAYNARD, LLC 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 Town of Maynard that it serves.

SUGARLOAF MAYNARD, LLC will monitor its progress and success in the first half of the year of receiving a final license and approval to commence operations 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 until the end of the first year. Thereafter, it will annually review its progress and success and upon the renewal of its license. If at the end of the any year it believes that it is not meeting its goals, it will monitor is progress and success on sixth-month basis, with a final monitoring done at the end of each year. As a result of this monitoring, Sugarloaf Maynard, LLC, will implement one or more or all of the programs described above, so that it can ensure that it is meeting its goals.



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

Annual Report

(General Laws, Chapter)

Identification Number: 001453040

Annual Report Filing Year: 2021

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

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

2a. Location of its principal office:

No. and Street: 25 NASON STREET
 City or Town: MAYNARD State: MA Zip: 01754 Country: USA

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

No. and Street: 25 NASON STREET
 City or Town: MAYNARD State: MA Zip: 01754 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 ORGANIZING 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: 25 NASON STREET
MAYNARD
 City or Town: MAYNARD State: MA Zip: 01754 Country: USA

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	25 NASON STREET MAYNARD, MA 01754 USA
MANAGER	IRENE HICKS	25 NASON STREET MAYNARD, MA 01754 USA

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

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

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	25 NASON STREET MAYNARD, MA 01754 USA

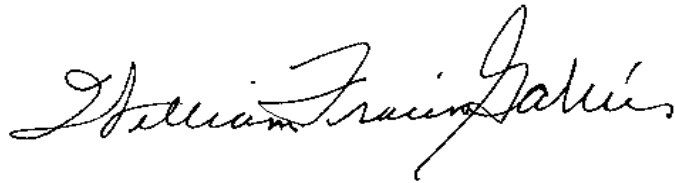
9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of April, 2021,
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:

April 13, 2021 02:00 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

STATE OF MASSACHUSETTS)
) SS:
COUNTY OF MIDDLESEX)

Sugarloaf Maynard, LLC has not registered with the Massachusetts Department of Unemployment Assistance because the company has not begun its hiring process.

Irene Hicks

Irene Hicks Irene Hicks 5/2/2022
(Print Name) (Signature) (Date)

FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

of

SUGARLOAF MAYNARD LLC

among

THE MEMBERS NAMED HEREIN

Dated as of:

September 1, 2022

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FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This First Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Sugarloaf Maynard LLC (the “Company”), a Massachusetts limited liability company, effective as of the 1st day of September, 2022 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 11th day of August, 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, this Agreement amends and restates that certain Operating Agreement dated May 20, 2022 (as amended from time to time), between the Members thereto and the Company; 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, 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, or 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 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).

“Charwood Loans” means that certain Secured Promissory Note dated May 25, 2022, between Charwood LLC, the Company and Flavia Hungaro, that certain Secured Promissory Note dated July 5, 2022, between Charwood LLC, the Company and Sugarloaf Maynard, LLC, and the anticipated loan agreement(s) between Charwood LLC and the 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 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 4.13.

“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).

“Crawford Member” shall mean Crawford Legacy LLC and any Person succeeding the Units held by Crawford Legacy LLC pursuant to a Transfer of such Units.

“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 11.01 Section 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 Establishment” has the 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 4.13.

“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.

“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.

“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(c) 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 February 1, 2019 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 Maynard 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”. 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”. Except as otherwise set forth in this Agreement, the Class B Units shall not be entitled to vote on any matters upon which the Members have the right to vote under this Agreement or Applicable Law. For the avoidance of doubt, Class B Members hold an equity interest in the company, but do not have any voting rights. 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 (collectively, “New Interests”). 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 business licenses or permits. 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) Such Member acknowledges that commercial cannabis activities, such as the business of the Company, are prohibited by federal law; and.

(l) 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 business licenses or permits. 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 business licenses or permits.

Section 4.06 Voting. Except as otherwise provided by this Agreement or as otherwise required by Applicable Law, each Member holding the Class A Units shall be entitled to one vote per Unit on any 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 fifty-one percent (51%) of the Units entitled to vote on such matter at a meeting, provided, however, that any meeting of the Members may be called by the Members holding fifty-one percent (51%) of the Units 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, by a Member or the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote were present and voted. 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 Other Business Activities.

(a) Except as provided in Section 4.13(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 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. If one or more Members lend funds to the Company in order to fund operating expenses or working capital needs of the Company, the interest rate on such borrowing shall not exceed an amount equal to twenty percent (20%) per annum, and such loan shall be on such other terms as determined by the Board and the lending 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, including to decide 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). Notwithstanding the foregoing, the Board shall not make a distribution to the Members unless and until the Charwood Loans have been paid in full.

(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 Members pro rata in proportion to each Member's aggregate holdings of Units.

(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. 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 is at least one (1), 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 the Managers (the "Class A Manager"). The initial Class A Managers shall be James Crawford. 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) 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. 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 a majority of the Class A 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 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 or budget 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); 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 majority of the Class A 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 A 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 A 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 Board 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 Board 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 Board. Officers shall only have those powers specifically delegated and authorized by the Board.

(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. Except as permitted pursuant to Section 9.02, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of Members holding a majority of the Class A Units. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof..

Section 9.02 Right of First Refusal. Prior to any Member, except the Crawford Member, transferring its Units, such transferring Member (the “Transferring Member”) shall first provide the Crawford Member with written notice (the “ROFR Notice”) of such proposed transaction, which notice shall include the identity of the proposed Transferee, the number of Units proposed to be sold, and the price per Unit to be sold in such proposed transaction. The ROFR Notice shall constitute an irrevocable offer to sell to the Crawford Member all of the 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”). The Crawford Member may, at its sole discretion, within thirty (30) days of receipt of the ROFR notice (the “ROFR Period”), elect to purchase some or all of such Units at the ROFR Price by providing written notice to the Transferring Member (the “ROFR Election”). In the event that the Crawford Member has provided its ROFR Election to the Transferring Member during the ROFR Period, the Crawford Member and Transferring Member shall consummate the Transfer of Units set forth in the ROFR Election within ninety (90) days of the Transferring Member’s receipt of the ROFR Election and the Transferring Member shall deliver to the Crawford Member certificates (if any exist) representing the Units to be sold, accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefore from such Crawford Member by certified or official bank check or by wire transfer of immediately available funds. In the event that the Crawford Member has not provided its ROFR Election to the Transferring Member during the ROFR Period, then the Transferring Member may sell the 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 Member may not transfer its 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 A 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 Maynard LLC
 Attention: James Crawford

with a copy by email to: mrjaycee3@gmail.com;
 IreneHicks26@gmail.com;
 Flaviahungaro@hotmail.com; and
 sheena@dpsullivanlaw.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 and (b) may be subject to regulatory review from a Cannabis Regulatory Body. 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 business licenses or permits, 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 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:

CRAWFORD LEGACY LLC

DocuSigned by:

9E23B034030A489...
By: James Crawford
Its: Managing Member

THE COMPANY:

SUGARLOAF MAYNARD LLC


DocuSigned by:

9E23B034030A489...
By: James Crawford
Its: Class A Manager

EXHIBIT A
FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the First Amended and Restated Limited Liability Company Agreement dated as of [DATE], (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among Sugarloaf Maynard 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.

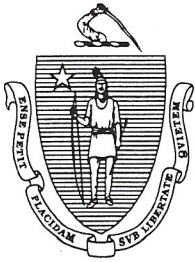
Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____.

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>
Crawford Legacy LLC 1100 Peachtree St. NE Suite 950 Atlanta, GA 30309 With a copy to: Sheena@DPSullivanlaw.com ; Mrjaycee3@gmail.com		60,400	0
Flavia Hungaro 16 Holden Rd. Belmont, MA 02478 With a copy to: flaviahungaro@hotmail.com		0	9,900
Irene Hicks 16 Holden Rd. Belmont, MA 02478 With a copy to: Irenehicks26@gmail.com		0	9,900
Angela Hicks		0	9,900
Mahala Hicks		0	9,900



William Francis Galvin
Secretary of the
Commonwealth

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

October 26, 2022

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 MAYNARD, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 11, 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: **JAMES CRAWFORD**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JAMES CRAWFORD**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JAMES CRAWFORD**



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



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

mass.gov/dor

Letter ID: L1347823552
Notice Date: October 17, 2022
Case ID: 0-001-736-807



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SUGARLOAF MAYNARD, 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 MAYNARD, 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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001453040

The date of filing of the original certificate of organization: 8/11/2020

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

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

2a. Location of its principal office:

No. and Street: 25 NASON STREET
 City or Town: MAYNARD State: MA Zip: 01754 Country: USA

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:

5. Name and address of the Resident Agent:

Name: FLAVIA HUNGARO
 No. and Street: 25 NASON STREET
MAYNARD
 City or Town: MAYNARD State: MA Zip: 01754 Country: USA

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	JAMES CRAWFORD	1100 PEACHTREE ST NE, SUITE 950 ATLANTA, GA 30309 USA

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

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

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	JAMES CRAWFORD	1100 PEACHTREE ST NE, SUITE 950 ATLANTA, GA 30309 USA

9. Additional matters:

10. State the amendments to the certificate:

IRENE HICKS WAS REMOVED AS MANAGER AND REPLACED BY JAMES CRAWFORD.

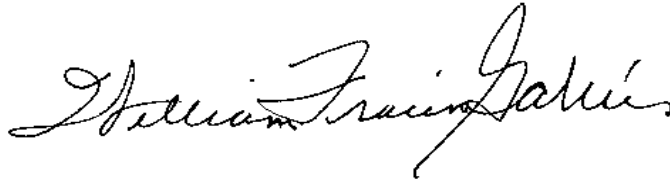
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of October, 2022,
SHEENA SULLIVAN , 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:

October 20, 2022 12:31 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

Sugarloaf *Maynard*

25 Nason Street

Board of Selectmen October 6, 2020

Flavia Hungaro
Owner/ Manager

Irene Hicks
Owner/Investor

Sugarloaf Maynard Team

IRENE HICKS, *Co-Owner/Investor*

- Retired Human Resources Assistant for the Department of Justice.
- Irene worked as Administrative Assistant at the 66th Force Support Squadron, U.S. Air Force.
- Irene will assist with the hiring/start up process for Sugarloaf Maynard.

Sugarloaf Maynard Team

FLAVIA HUNGARO, *Owner, Managing Member & CEO*

- Brazilian immigrant, migrated to the US at the age of 18 to learn English and further her education; CCC Social Equity Participant.
- B.S. in Business Administration from BU; Flavia worked as a bookkeeper for Go Boston Shuttle in Maynard after graduating and has over 10+ years of experience in the hospitality industry.
- With over 3 years past experience as a state registered medical cannabis caregiver in RI, Flavia is versed in all aspects of cannabis plant medicine while maintaining full compliance and patient services.

Executive Summary

- Sugarloaf is a Women and Minority Social-Equity owned cannabis dispensary with a focus on culture, arts, and sustainability.
- Sugarloaf understands the challenges of this new industry and is committed to work with the Town and Community of Maynard in order to minimize community impact. Security will be a crucial component of our operations.
- We will hire between 8-10 full-time employees and 6 part-time employees, in addition to management positions.

Project

A state of the art premier cannabis retail that will be colocated with Art's Specialties shop at 25 Nason street. Hours subject to the Host Community Agreement.

In addition, Sugarloaf will encourage our shoppers to visit local business in the area. To further develop this synergistic local business community engagement, we have shared and received feedback with the surrounding business community and explored partnership opportunities by creating reward/loyalty programs so our customers will be incentivized to explore and experience local shops and restaurants.

How Does Maynard Benefit?

Sugarloaf is working with Art's Specialties on the revitalization of the 25 Nason Street property, which will attract other businesses and further stimulate Maynard's local business economy.

Sugarloaf will focus on hiring local community members. We anticipate to hire at least half of our planned 16 person staff locally within the first 6 months of operations.

Sugarloaf will also negotiate a Community Impact Fee (3%) which will be directed to the Town, in addition to the 3% town tax collected from each transaction.



72 River Park Street Needham MA 02494
617-500-1824 www.budrisk.com

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

RE: Sugarloaf Maynard, 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 Maynard, LLC has purchased a bond with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to Sugarloaf Maynard, LLC as soon as a bindable proposal is available.

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

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

Sugarloaf Maynard, LLC Restricting Access to Age 21 or Older

As an adult use marijuana establishment and pursuant to 935 CMR 500.140(2), upon entry into the premise of Sugarloaf Maynard, LLC by an individual, a Sugarloaf Maynard, 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 Maynard, LLC Personnel Policies

Per 935 CMR 500.101(1)(c) and (2)(e), Sugarloaf Maynard, 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 Maynard, 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 Maynard, 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 Maynard, LLC to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Sugarloaf Maynard, 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 Maynard, LLC shall have and follow a set of detailed written operating procedures. Sugarloaf Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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.

SM - Energy Compliance Plan

SUGARLOAF MAYNARD, LLC (“SUGARLOAF MAYNARD”) 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 MAYNARD 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 MAYNARD 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 MAYNARD’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 MAYNARD 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 MAYNARD’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 MAYNARD’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 MAYNARD 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 MAYNARD 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.

Sugarloaf Maynard, LLC Quality Control and Testing of Product

Pursuant to 935 CMR 500.160, Sugarloaf Maynard, 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 Maynard, 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 Maynard, 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 Maynard, LLC by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Sugarloaf Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, 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 Maynard, LLC for no less than one year in accordance with 935 CMR 500.160(3).

Sugarloaf Maynard, 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 Maynard 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 Maynard 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 Maynard 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 Maynard, LLC Record Keeping Procedures

SUGARLOAF MAYNARD, 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 MAYNARD, 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 MAYNARD, LLC and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

SUGARLOAF MAYNARD, LLC Maintaining of Financial Records

Per 935 CMR 500.101(1)(c) and (2)(e), SUGARLOAF MAYNARD, 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 MAYNARD, 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 MAYNARD, LLC, all records will be kept for at least two years at the expense of SUGARLOAF MAYNARD, 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 MAYNARD, 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 MAYNARD, 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 MAYNARD, 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 MAYNARD, 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 MAYNARD's Detailed Description of Qualifications and Intended Training for Agents - Revised

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

- SUGARLOAF MAYNARD shall have a list of anticipated positions and their qualification.
- SUGARLOAF MAYNARD must ensure that employees are trained on job specific duties prior to performing job functions. *935 CMR 500.105(2)*
- SUGARLOAF MAYNARD 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 MAYNARD, LLC DIVERSITY PLAN (12.18.22)

SUGARLOAF MAYNARD, LLC has developed the following Diversity Plan “to promote equity among people of color, women, veterans, persons with disabilities and LGBTQ+ individuals” for the operation of its proposed Marijuana Establishment.

SUGARLOAF MAYNARD, LLC attests that it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) that provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

SUGARLOAF MAYNARD, LLC also attests 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.

Goals:

1. SUGARLOAF MAYNARD, LLC will actively pursue diverse applicants and seek to retain a diversified workforce by increasing the number of people of color, women, veterans, persons with disabilities and LGBTQ+ individuals that are employed in the cannabis industry in Massachusetts. We aim to have 50% of our workforce be people of color (40%), women (60%), veterans (30%), persons with disabilities (10%) and LGBTQ+ individuals (10%).

2. SUGARLOAF MAYNARD, LLC will hire people of color, women, veterans, persons with disabilities and LGBTQ+ individuals to be in management and executive positions and provide essential tools and training to ensure their success in these positions. We aim to have a management and executive team that mirrors that of its founders and to ensure diversity in the area is being met and promoted. To that end, we plan on our management and executive team to be made up of 60% women, 40% people of color, 30% veterans, 10% persons with disabilities and 10% LGBTQ+ individuals. If the management and executive teams mirror our workforce, then our workforce will thrive to do its best, since it knows that there is upward mobility in the company.

3. SUGARLOAF MAYNARD, LLC seeks to assist people of color, women, veterans, persons with disabilities and LGBTQ+ individuals in achieving their goal of entering the adult-use marijuana industry in Massachusetts.

4. SUGARLOAF MAYNARD, LLC will obtain at least 25% of its supplies, and services from suppliers and/or vendors that are people of color, women, veterans, people with disabilities and LGBTQ+ individuals. We aim to have 50% of our supplies and services to come from people of color (40%), women (60%), veterans (30%), persons with disabilities (10%) and LGBTQ+ individuals (10%).

Programs:

1. SUGARLOAF MAYNARD, LLC will advertise employment opportunities on a monthly advertising basis in publications, in the local newspaper, such as Beacon Villager as well as Sentinel & Enterprise stating that the establishment is giving preference to people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

2. SUGARLOAF MAYNARD, LLC will participate in at least one job fair a year with a focus on attracting People of color, women, veterans, people with disabilities and LGBTQ+ individuals.

3. SUGARLOAF MAYNARD, LLC will establish relationships with organizations that focus on diversity regarding people of color, women, veterans, people with disabilities, and LGBTQ+ individuals and network with these organizations to provide them information on employment opportunities, work within their constituencies for hiring diverse applicants in the cannabis industry and providing educational trainings and information sessions for individuals interested in joining the cannabis industry. These organization will include, but not limited to, MassHire, North Central Career Center; Center for Women & Enterprise; Centre, Inc.; Clear Path for Veterans New England; Work, Inc and North Central Chamber of Commerce. These relationships will allow us to reach out to a diverse population of people that have not been truly recruited before in order to have a diverse workforce.

4. SUGARLOAF MAYNARD, LLC will offer an annual diversity training for employees to understand diversity and its definition, to develop a standard for working with and serving people from diverse populations, and to address strategies for dealing with interpersonal conflicts and addressing differences within the various diverse demographics.

Measurements:

Six months after opening and again prior to the first yearly renewal of its license, Sugarloaf Maynard, LLC will conduct a comprehensive written evaluation of the goals and programs outlined above. Such comprehensive written evaluation will be available to the Commission. Such an evaluation will include a specific count of people of color, women, veterans, people with disabilities and LGBTQ+ individuals.

In addition, if the comprehensive written evaluations show that SUGARLOAF MAYNARD, LLC is not meeting its goals, then it will readjust 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 yearly renewal comprehensive written evaluations that will be available to the Commission.

If the comprehensive written evaluations show that Sugarloaf Maynard, LLC is meeting its goals, then a comprehensive written evaluation will be conducted yearly prior to the yearly renewal of its license. If the annual evaluations show that SUGARLOAF MAYNARD, LLC is not meeting its goals, then it will adjust the programs based on the evaluations in order to meet the goals. Such evaluations will be available to the Commission.

It is SUGARLOAF MAYNARD LLC's ("SUGARLOAF MAYNARD") 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. We are dedicated to attracting and supporting a diverse workforce and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, sexual orientation, physical ability, political affiliation, and intellectual perspective. SUGARLOAF MAYNARD LLC recognizes that the progress and success of this Diversity Plan must be documented and assessed annually upon renewal of the license with the CCC.