



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1313
Original Issued Date: 01/12/2023
Issued Date: 01/12/2023
Expiration Date: 01/12/2024

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: TasteBudz Delivery LLC.

Phone Number: 617-991-5100 Email Address: jason@tastebudzdelivery.com
Business Address 1: 22 Wyman St Business Address 2: Apt. 1
Business City: Lynn Business State: MA Business Zip Code: 01905
Mailing Address 1: 22 Wyman St Mailing Address 2: Apt. 1
Mailing City: Lynn Mailing State: MA Mailing Zip Code: 01905

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

DBE Documentation:

Document Category	Document Name	Type	ID	Upload Date
Other	0 Expedited Review Affidavit.pdf	pdf	627293a8560e3c00088a791e	05/04/2022
Supplier Diversity Office (SDO) Training	0 Taste Budz Delivery LLC Mail - SDO – Your Attendance Confirmation code ID=61665.pdf	pdf	627293ad4d83ec000a40995c	05/04/2022
Other	01 Secretary of State Amendment 4.29.22.pdf	pdf	62729673560e3c00088a8449	05/04/2022

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

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304535

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

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

First Name: Jason **Middle Name:** L **Last Name:** Berroa **Suffix:**

Gender: Male **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)

Specify Race or Ethnicity: Dominican

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jason **Last Name:** Berroa **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$25000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jason **Last Name:** Berroa **Suffix:**

Marijuana Establishment Name: TasteBudz Delivery LLC **Business Type:** Other

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 1103 Western Ave **Establishment Address 2:**

Establishment City: Lynn **Establishment Zip Code:** 01905

Approximate square footage of the establishment: 2000 **How many abutters does this property have?:** 48

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	1 Community Outreach Packet Attestation Packet.pdf	pdf	628fbd93bea2b0008c98ee0	05/26/2022
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with Local Ordinances.pdf	pdf	629686613bea2b0008cdaf01	05/31/2022
Certification of Host Community Agreement	HCA Agreement .pdf	pdf	62a278ff5871d10008891031	06/09/2022

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	9-6-22 Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	63179ff3d239e20007eb2f86	09/06/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Jason Last Name: Berroa Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Certificate of good standing TBZ.pdf	pdf	62a279675871d1000889113d	06/09/2022
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Compliance DUL.pdf	pdf	62d071779ff1170008358b60	07/14/2022
Department of Revenue - Certificate of Good standing	Certificate of good standing Tastebudz DOR.pdf	pdf	62d073cf750650008cc041a	07/14/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Tastebudz Delivery LLC Articles of Organization.pdf	pdf	62d073139ff1170008358f58	07/14/2022
Bylaws	Tastebudz Delivery LLC Bylaws.pdf	pdf	62d0734cf750650008cc0142	07/14/2022

Massachusetts Business Identification Number: 001405031

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	TasteBudz Business Plan SCC Edits 4.8.22.pdf	pdf	62506ca55e562200081b7429	04/08/2022
Plan for Liability Insurance	0001 Plan to Obtain Liability Insurance.pdf	pdf	627294194d83ec000a409bdd	05/04/2022
Proposed Timeline	Proposed Timeline.pdf	pdf	62a27aec5871d1000889117b	06/09/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Date generated: 02/01/2023

Page: 3 of 5

Document Category	Document Name	Type	ID	Upload Date
Security plan	1. Security Plan - Delivery Operator.pdf	pdf	625075893eefeb000a269015	04/08/2022
Prevention of diversion	2. Prevention of Diversion - Delivery Operator.pdf	pdf	625075975e562200081b9528	04/08/2022
Storage of marijuana	3. Storage of Marijuana - Delivery Operator.pdf	pdf	6250759d3eefeb000a26904a	04/08/2022
Transportation of marijuana	4. Transportation of Marijuana - Delivery Operator.pdf	pdf	625075a43eefeb000a269094	04/08/2022
Inventory procedures	5. Inventory - Delivery Operator.pdf	pdf	625075a85e562200081b9577	04/08/2022
Quality control and testing procedures	7. Procedures for Quality Control and Testing - Delivery Operator.pdf	pdf	625075d95e562200081b96e9	04/08/2022
Personnel policies	8. Personnel Policies - Delivery Operator.pdf	pdf	625075da5e562200081b96fd	04/08/2022
Dispensing procedures	9. Dispensing Procedures - Delivery Operator.pdf	pdf	625075dc3eefeb000a26921e	04/08/2022
Record-keeping procedures	10. Record Keeping Procedure - Delivery Operator.pdf	pdf	625075df3eefeb000a269232	04/08/2022
Maintenance of financial records	11. Maintaining of Financial Records Delivery Operator.pdf	pdf	625075ff5e562200081b97b0	04/08/2022
A plan to obtain marijuana and marijuana products	14. Plan for Obtaining Marijuana or Marijuana Products - Delivery Operator.pdf	pdf	625076025e562200081b97c4	04/08/2022
A detailed plan for White Labeling	15. White Labeling - Delivery Operator.pdf	pdf	625076043eefeb000a26929d	04/08/2022
Energy Compliance Plan	13. Energy Efficiency and Conservation Procedures - Delivery Operator.pdf	pdf	62729492560e3c00088a7ed3	05/04/2022
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	6. Delivery Procedures - Delivery Operator.pdf	pdf	627295804d83ec000a40a0f0	05/04/2022
Qualifications and training	12. Qualifications and Training - Delivery Operator.pdf	pdf	6272970b560e3c00088a86ff	05/04/2022
Diversity plan	TasteBudz Diversity Plan 9.12.22.pdf	pdf	631fc690d239e20007f31c5a	09/12/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM

Saturday From: 8:00 AM Saturday To: 9:00 PM

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

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Tastebudz Delivery, LLC

Name of applicant's authorized representative:

Jason Bernon

Signature of applicant's authorized representative:

Jason Bernon

CLASSIFIED

Attachment A

HOME AND BUSINESS SERVICES

CLEANING/
MAINTENANCE

WE TAKE AND DISPOSE
OF ANYTHING



Cellars, Attics,
Garages, Yards, Stores, etc.
Call for quick service
and best prices.

WE ALSO RENT
ROLL-OFF DUMPSTERS
15 yards, 20 yards, and 30 yards

781-593-5308 / 781-598-0646

ericzdisposal.com

CLEANING/
MAINTENANCE

RONNIE Z
MOVING

Leave your moving to us!
Whether it be one piece or more!

10% off for senior citizens,
veterans, and disabled

Call Ronnie
781-321-2499
For a free estimate


REAL ESTATE
FOR SALE



SELLING
YOUR HOME?

Instant Cash!
Regardless of Condition
Will Pay the
Top \$\$ for your Home
CALL MIKE CONNOR
781-581-5940 (O)
617-504-6159 (C) OR EMAIL
michaelconnor821@gmail.com

REAL ESTATE
FOR SALE



All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968, the Massachusetts Anti Discrimination Act and the Boston and Cambridge Fair Housing Ordinances, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, national origin, ancestry, age, children, marital status, sexual orientation, veteran's status, or source of income or any intention to make any such preference, limitation or discrimination.
This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings in this newspaper are available on an equal opportunity basis. To complain of discrimination, please call HUD toll-free at 1-800-669-9777. For the N.E. area, call HUD at 617-595-5308. The toll-free number for the hearing-impaired is 1-800-927-9275.

HELP WANTED

JOB INFORMATION
SERVICES

NOTICE

Don't pay to find work before you get the job. Legitimate job placement firms that work to fill specific positions cannot charge an upfront fee. For free information about avoiding employment service scams, write the Federal Trade Commission at Washington, D.C., 20580 or call the National Fraud Information Center,
1-800-876-7060

NOTICE

For more information and assistance regarding the reliability of business opportunities, work-at-home opportunities, employment services and financing, the Daily Item urges its readers to contact the Better Business Bureau Inc., 290 Donald Lynch Blvd., Suite 102, Marlborough, MA 07152-4705 or call 508-652-4800

Have a story to share?
Need a question answered?
contactus@essexmedia.group



LEGALS

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT
Essex Division

Docket No. 21P3263
NOTICE AND ORDER:
ORDER APPOINTING TEMPORARY
(GUARDIANSHIP OF A MINOR)

In the interest of: Mariyah Suarez

After hearing on the Motion for Appointment of Temporary Guardian,

The court finds:

1. The venue is proper.

2. Notice pursuant to G.L. c. 190B, §§5-204(d-f) was;

Shortened or waived in whole or in part because the Court finds that an immediate emergency situation exists which requires the immediate appointment of a Temporary Guardian. The nature of the emergency is:

There are allegations of Domestic Violence by Father, and Mother is hospitalized on Mental Health Issues.

3. It is necessary to appoint a Temporary Guardian because of the likelihood of immediate and substantial harm to the health, safety, or welfare of the Ward and that no other person appears to have authority to act in the circumstances.

4. The ward is over 14 years of age and requested to be present

The Ward was not present as the court finds his/her best interests would not be served thereby.

The Court appoints the following person(s) as Temporary Guardian(s):

Leonita Reyes
50 Baldwin Street 6
Lynn, MA 01901

Glenis Gamez
140 Timson Street 3
Lyn, MA 01902

The Court orders the following:

1. If this Order was issued with out full notice, post-appointment notice must be given together with the statement that the appointment may be vacated and heard as a de vovo matter as expeditiously as possible. Said notice must be given within seven days from the date of this appointment to the persons named in the petition who were not previously given notice in accordance with G.L. c. 190B, §5-204(d). A certification stating such notice be given must be filed within seven days of the appointment or the appointment may be vacated sua sponte.

2. Without surety on his/her/their bond: minor has no estate

3. The Guardian may not establish or move the Minor's custodial dwelling outside the Commonwealth of Massachusetts without a Court order.

For good cause shown, the appointment of the Temporary Guardian (s) is extended for an additional period of time and shall expire on March 9, 2022.

A Renew hearing shall be held on this matter on March 9, 2022 at 10:00 a.m. at the Essex County Probate and Family Court

December 8, 2021 JUSTICE OF THE PROBATE AND FAMILY COURT

Item: January 5, 2022

NOTICE


The annual meeting of the members of the Community Credit Union of Lynn will be held at 4:00 P.M. on Wednesday January 12, 2022, at the office of Community Credit Union of Lynn, at One Andrew Street, Lynn, MA 01901 for the purpose of electing directors and to act on such other matters as may properly come before it including a proposal to amend the bylaws by adding the following sentence to Section 1 of Article III; "The par value of a share in the Credit Union shall be twenty-five dollars (\$25.00)."

Peter Katsos
Clerk


ITEM: December 29, 2021 and January 5, 2022

Read the news
FREE
on the new Itemlive.com

Does your company
need employees?



Placing a help wanted ad is great for finding the skilled workers you need.



The Daily Item
781-593-7700, ext.2

LEGALS

NAHANT
BOARD OF SELECTMEN
NOTICE OF PUBLIC HEARING

The Nahant Board of Selectmen will be holding a public hearing on Wednesday January 19, 2022 at 6:30pm via Zoom on a petition received from National Grid, North Andover, MA 01845, to be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Willow Road, Nahant, MA, 01908.

Board of Selectmen
Joshua A. Antrim, Chairman
Eugene Canty, Vice Chairman
Mark P. Cullinan, Recording Secretary


Zoom Information:
Join Zoom Meeting
https://us02web.zoom.us/j/83940837804?pwd=YUEwdGpWLzFUQXBxd0JtOW5na3FMdz09
Meeting ID: 839 4083 7804
Passcode: 889849
One tap mobile
+13017158592,,83940837804#,,,,*889849# US (Washington DC)
+13126266799,,83940837804#,,,,*889849# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

ITEM: January 5, 2022

LEGALS

Notice is hereby given that a virtual community outreach meeting for a proposed marijuana establishment is scheduled for Thursday January 20th, 2022, at 6:00 PM. The virtual community outreach meeting will be available at the following link and phone number. For those viewing this notice in print, please find the link below on itemlive.com which will bring you directly to the meeting.
Link: Microsoft Teams Meeting Link
QR Code:



Phone Number: +1-413-206-9132,,688853884#

The proposed delivery operator and courier license is anticipated to be located 1103 Western Avenue, Lynn, MA 01905. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to jason@tastebudzdelivery.com in advance of this meeting.

ITEM: January 3, 2022

LEGALS

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT
Essex Division

Docket No. 21P3261
NOTICE AND ORDER:
ORDER APPOINTING TEMPORARY
(GUARDIANSHIP OF A MINOR)

In the interest of: Amiyah Suarez

After hearing on the Motion for Appointment of Temporary Guardian,

The court finds:

1. The venue is proper.

2. Notice pursuant to G.L. c. 190B, §§5-204(d-f) was;

Shortened or waived in whole or in part because the Court finds that an immediate emergency situation exists which requires the immediate appointment of a Temporary Guardian. The nature of the emergency is:

There are allegations of Domestic Violence by Father, and Mother is hospitalized on Mental Health Issues.

3. It is necessary to appoint a Temporary Guardian because of the likelihood of immediate and substantial harm to the health, safety, or welfare of the Ward and that no other person appears to have authority to act in the circumstances.

4. The ward is over 14 years of age and requested to be present

The Ward was not present as the court finds his/her best interests would not be served thereby.

The Court appoints the following person(s) as Temporary Guardian(s):

Leonita Reyes
50 Baldwin Street 6
Lynn, MA 01901

Glenis Gamez
140 Timson Street 3
Lyn, MA 01902

The Court orders the following:

1. If this Order was issued with out full notice, post-appointment notice must be given together with the statement that the appointment may be vacated and heard as a de vovo matter as expeditiously as possible. Said notice must be given within seven days from the date of this appointment to the persons named in the petition who were not previously given notice in accordance with G.L. c. 190B, §5-204(d). A certification stating such notice be given must be filed within seven days of the appointment or the appointment may be vacated sua sponte.

2. Without surety on his/her/their bond: minor has no estate

3. The Guardian may not establish or move the Minor's custodial dwelling outside the Commonwealth of Massachusetts without a Court order.

For good cause shown, the appointment of the Temporary Guardian (s) is extended for an additional period of time and shall expire on March 9, 2022.

A Renew hearing shall be held on this matter on March 9, 2022 at 10:00 a.m. at the Essex County Probate and Family Court

December 8, 2021 JUSTICE OF THE PROBATE AND FAMILY COURT

Item: January 5, 2022

January 11th, 2022

Dear Sir or Madam,

Notice is hereby given that a virtual community outreach meeting for a proposed marijuana establishment is scheduled for Thursday, January 20th, 2022, at 6:00 PM. The virtual community outreach meeting will be available at the following link and phone number. For those viewing this notice in print, please find the link below on itmlive.com which will bring you directly to the meeting.

Link: [Microsoft Teams Meeting Link](#)



QR Code:

Phone Number: +1-413-206-9132_6888538848

The proposed delivery operator and courier license is anticipated to be located 4103 Western Avenue, Lynn, MA 01905. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to jason@jasonbudinfo.delivery.com in advance of this meeting.

RECEIVED
CITY OF LYNN
CLERK OF PUBLIC
JAN 11 11 PM '22

Smith, Costello & Crawford

Public Policy Law Group.

January 12th, 2022

Dear Sir or Madam,

Notice is hereby given that a virtual community outreach meeting for a proposed marijuana establishment is scheduled for Thursday, January 20th, 2022, at 6:00 PM. The virtual community outreach meeting will be available at the following link and phone number. For those viewing this notice in print, please find the link below on itmlive.com which will bring you directly to the meeting.

Link: [MS Teams Link](#)



Phone Number: +1-413-206-9132,,688853884#

The proposed delivery operator and courier license is anticipated to be located 1103 Western Avenue, Lynn, MA 01905. There will be an opportunity for the public to ask questions.

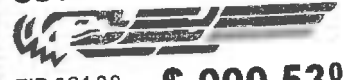
Please feel free to submit your questions to jason@tastebudzdelivery.com in advance of this meeting.

Costello
wford
y Law Group

FIRST-CLASS



US POSTAGE IMPITNEY BOWES

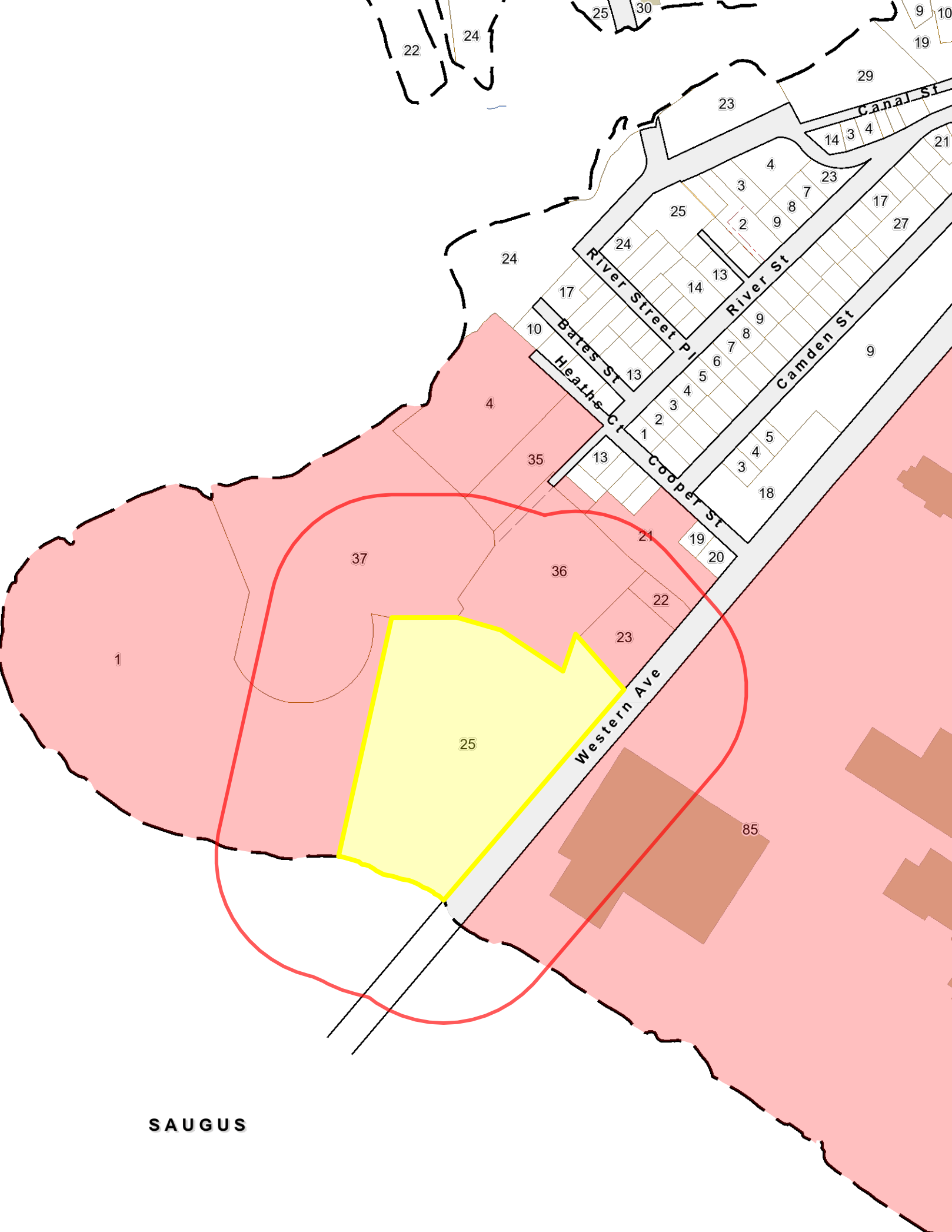


ZIP 02109
02 7H
0001292446

\$ 000.53⁰

JAN 12 2022

Parcel Number	GIS Number	Cama Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner Address 2	Owner City	Owner State	Owner Zip
002-306-001	002-306-001	002-306-001	1147 WESTERN AVE							
002-306-037	002-306-037	002-306-037	RIVER ST							
018-796-085	018-796-085	018-796-085	RIVERWORKS							
019-306-004	019-306-004	019-306-004-001	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-002	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-003	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-004	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-005	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-006	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-007	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-008	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-009	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-010	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-011	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-012	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-013	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-014	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-015	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-016	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-017	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-018	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-019	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-020	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-021	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-022	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-023	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-024	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-025	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-026	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-027	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-028	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-029	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-030	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-031	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-032	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-033	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-034	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-035	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-036	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-037	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-038	20 HEATHS CT							
019-306-004	019-306-004	019-306-004-039	20 HEATHS CT							
019-306-011	019-306-011	019-306-011	142 RIVER ST							
019-306-021	019-306-021	019-306-021	1069 WESTERN AVE							
019-306-022	019-306-022	019-306-022	1069 WESTERN AVE							
019-306-023	019-306-023	019-306-023	1071 WESTERN AVE							
019-306-035	019-306-035	019-306-035	10 HEATHS CT							
019-306-036	019-306-036	019-306-036	1073 WESTERN AVE							



SAUGUS



Subject: Re: TasteBudz Delivery Virtual Community Meeting

Date: Wednesday, December 22, 2021 at 9:44:14 AM Eastern Standard Time

From: Frederick Hogan

To: Jonathan Capano

CC: Jason Berroa

Yes, I approve.   

On Wed, Dec 22, 2021 at 9:33 AM Jonathan Capano <jcapano@publicpolicylaw.com> wrote:

Councilor Hogan,

On April 27, 2020, the CCC issued an administrative order allowing virtually community outreach meetings to comply with the Governor's emergency order. There are thirteen necessary requirements to host a virtual community outreach meeting. Per this administrative order applicants must obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.

Tastebudz Delivery, LLC is formally requesting your approval to host a community outreach meeting via a virtual platform. The virtual community outreach meeting will comply with all Cannabis Control Commission requirements including the public notices and the ability for community members to participate with a questions and answers.

We kindly ask you to approve this request to host a virtual community outreach meeting to comply with CCC's administrative order.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One [State Street, 15th](#) Floor

Boston, MA 02109

O: 617-523-0600

C: 781-443-2227

www.publicpolicylaw.com

IMPORTANT



TASTE BUDZ

PREMIUM CANNABIS DELIVERY

PREMIUM CANNABIS AT YOUR DOOR

In the midst of business closures during the coronavirus pandemic, Massachusetts' recreational marijuana sales were put on hold. Even as states begin to reopen their retail establishments, businesses face the unprecedented task of adjusting their business to new requirements, safety measures, and public opinion.

Our mission is to bring safe access and trusted products directly to consumers' doors. TasteBudz Delivery is an online marketplace and technology platform that provides legal access to cannabis through a trusted delivery partner. Our online marketplace gives consumers a seamless e-commerce experience.

Deeply rooted in the Massachusetts community, our company founders have a commitment to elevating the cannabis industry's revenue in the state by offering convenient, discreet, and punctual delivery.



TASTE  BUDZ

THE TEAM



Jason Berroa

CEO

- Social Equity Member
- Owns/Operates XL Enterprises LLC (Real Estate & Construction Company)
- 9+ years of International Business experience
- Bachelors in Business Management (University of Massachusetts)



Joseph Lekach

INVESTOR/ADVISOR

- CEO of Artcan & Apothca
- Owns/Operates three dispensaries (Lynn, MA, and Arlington, MA) and Boston, MA (Coming Soon)
- Owns/Operates cultivation center (Fitchburg, MA)

TASTE  BUDZ

The Proposed Marijuana Establishment Facility

Details

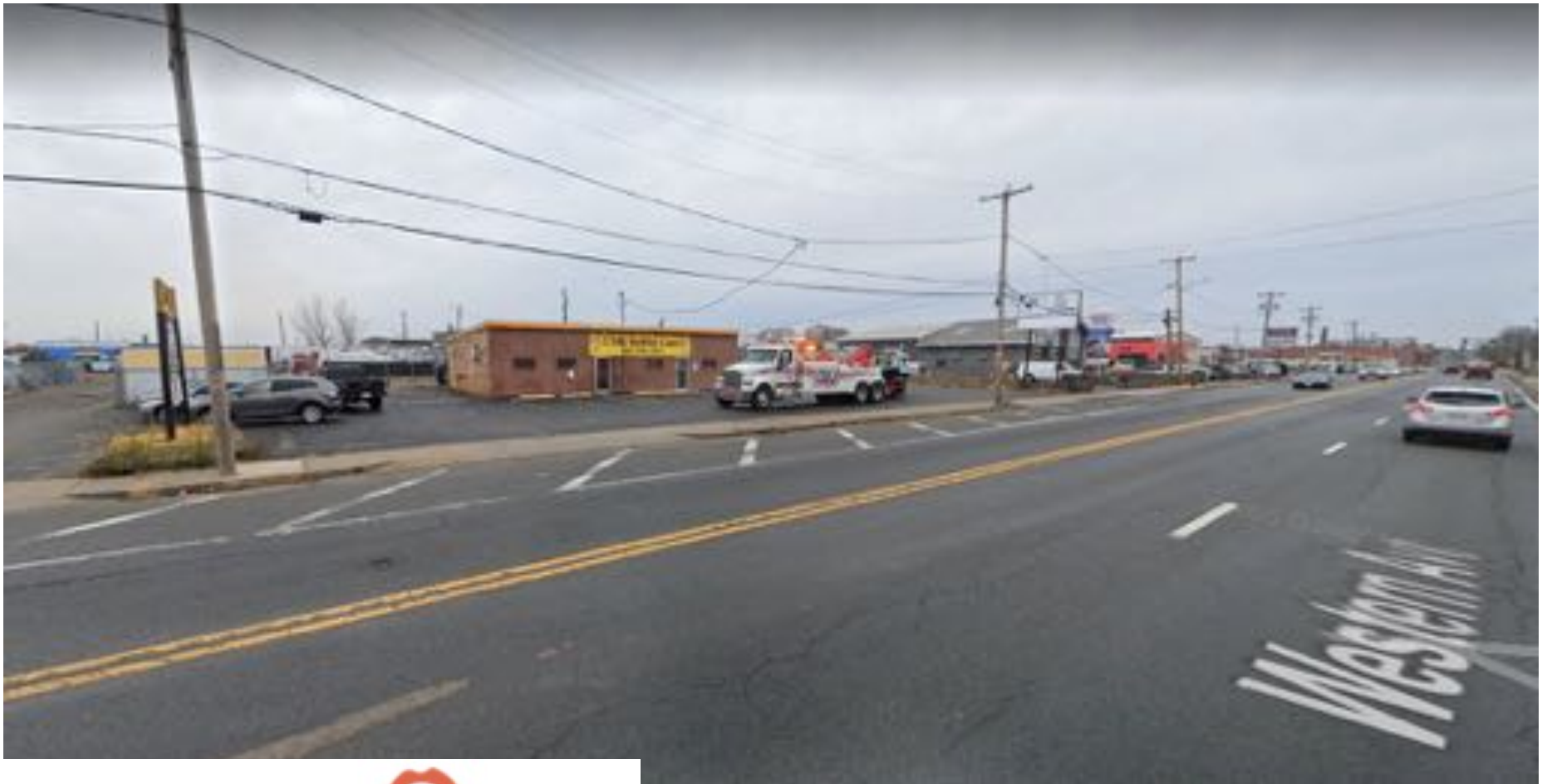
TasteBudz Delivery LLC. proposes to apply for a Marijuana Delivery Operator from the CCC with a location at 1103 Western Ave in Lynn, MA 01905. The location consists of approximately 21,000 square feet of land with a building structure that is approximately 2,000 square feet.

TasteBudz Delivery will only deliver marijuana and marijuana products to qualified customers that meet all the criteria set forth by the Commonwealth of Massachusetts and Cannabis Control Commission.



Picture of the Proposed Marijuana Establishment Facility

Front Facing



TASTE  BUDZ

Picture of the Proposed Marijuana Establishment Facility

Overhead



TASTE  BUDZ

Compliance with Zoning and Setback Provisions

City of Lynn Adult-Use and Medical Marijuana Zoning

In compliance with Lynn's Zoning Bylaw, TasteBudz Delivery's proposed Marijuana Establishment is located in the HI Zoning District designated for Marijuana Establishments.

TasteBudz Delivery will also apply for a Special Permit with the Lynn City Council and execute a Host Community Agreement to offset any added costs to the City of Lynn.

In accordance with the CCC's regulations set forth in 935 CMR 500.110(3) and the City of Lynn Zoning Bylaw, the property is NOT located within:

- 200 feet of pre-existing public or private schools providing education in kindergarten or any of grades one through twelve
- 500 feet of another adult-use or medical marijuana dispensary



Compliance with Local Permitting

City of Lynn Adult-Use and Medical Marijuana Zoning

In compliance with Lynn's Zoning Bylaw, TasteBudz Delivery will apply for a Special Permit and Site Plan Approval, as applicable, from the Lynn Cannabis Committee & Lynn City Council.

TasteBudz Delivery will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local laws, regulations, rules and codes with respect to construction, design, operation and security.





HOW IT WORKS



**Customer places order on website or mobile app
and chooses timeframe for delivery**



TasteBudz Delivery agent picks and packs order



Driver collects order from our distribution center



**The customer makes payment upon delivery and
Agent fulfills the order**

COMPLIANCE

STORAGE PLAN

Products: In each vehicle, there is a cargo section equipped with secure lockboxes to protect and separate the products by customer orders.

Vehicles: All company vehicles will be stored at TasteBudz's distribution centers with 24/7 video surveillance.

DELIVERY PLAN

After customer finalizes their purchase from the TasteBudz Delivery website/app, they will have a two-hour delivery window.

QUALITY CONTROL & TESTING

TasteBudz Delivery purchases products from reputable, licensed cultivation and product manufacturing companies. The cultivator and product manufacturer is required to include testing information and results. The cargo areas of our vehicles are temperature controlled.



SAFETY

Prior to placing an order on TasteBudz Delivery web/app, customers are required to provide valid proof of ID, then orders are routed to one of TasteBudz Delivery's local greenhouses.

We strictly work exclusively with licensed, compliant partners, and all deliveries are made by background-checked employees, who verify the customer's ID for a second time during delivery.

TasteBudz Delivery guarantees a safe and trustworthy platform to help ensure good experiences for customers, partners, and drivers.



DELIVERY HOURS & RADIUS



TasteBudz Delivery services the entire state of Massachusetts from our conveniently located distribution centers.

The Company will operate from 7 a.m. to 10 p.m., with delivery hours between 8 a.m. and 9 p.m.



Retail Sales

Standard Operating Procedures

Only adult-use consumers 21 years of age or older with a valid, government-issued photo ID will be allowed to purchase and receive marijuana products.

TasteBudz Delivery marijuana and marijuana products available for sale will be obtained only from other licensed Marijuana Establishments in the Commonwealth and will be tested by a licensed Independent Testing Laboratory for cannabinoid content and contaminants.

All marijuana and marijuana products will be sold in plain, resealable, and tamper or child-resistant packaging that is labeled in compliance with the CCC's detailed labeling requirements in 935 CMR 500.105(5).

TasteBudz Delivery will not sell more than one (1) ounce of marijuana flower or 5 grams of concentrate to a consumer per transaction, and no marijuana products available for sale will contain nicotine or alcohol.

Educational materials will be available on a range of topics, which will include side effects, strains and methods of administration, dosage, and substance abuse.



Security at the Distribution Center

Standard Operating Procedures

TasteBudz Delivery will be contracted with a professional security and alarm company, to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community and compliant with the CCC's strict security requirements set forth in 935 CMR 500.110 .

TasteBudz Delivery state-of-the-art security system consists of a perimeter alarm on all exit and entry points and perimeter windows, as well as duress, panic, or hold-up alarms connected to local law enforcement for efficient notification and response in the event of a security threat.

The system also includes a failure notification system that will immediately alert the executive management team if a system failure occurs.

A back-up alarm system or alternate safeguards are installed to ensure continuous operation of the security system.

Interior and exterior HD video surveillance in all areas that contain marijuana, entrances, exits, and parking lots are operational 24/7 and available to the Lynn Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the facility and the surrounding area is sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only TasteBudz Delivery registered agents and other lawful visitors (e.g. contractors, vendors, employees) will be authorized to access to the facility, and a visitor log is being maintained in perpetuity.

All agents and visitors are required to visibly display an ID badge, and TasteBudz Delivery maintains a current list of individuals with access.

On-site consumption of marijuana is prohibited.



Security for Deliveries

Standard Operating Procedures

TasteBudz Delivery vehicles will be constantly monitored while marijuana or marijuana products are present in the vehicles. Each vehicle will have:

- Multiple cameras that record the entire cargo bay of the vehicle, the drivers, the rear exterior, and the front exterior.
- Each vehicle will be staffed with two TasteBudz Delivery drivers registered through the CCC. One driver will always remain with the vehicle while cannabis or cannabis products are in the vehicle. Drivers will use body cameras when making all deliveries.
- Each vehicle will have an onboard GPS monitoring system that cannot be removed.
- Routes taken by the vehicle will be randomized prior to the vehicle leaving the distribution center. If there is a deviation from the route, said deviation will be reported to the CCC and local law enforcement. While the vehicle is making deliveries, a TasteBudz Delivery agent will monitor the vehicle's movement from the distribution center and will make contact with the agent at the distribution center at least every 30 minutes.
- Delivery drivers will accept both cash and debit cards for purchases. Cash will be deposited into an installed lock box that cannot be accessed by the drivers. The lockbox will be emptied when the vehicle returns to the distribution center.
- Every delivery order will have a delivery manifest log which will be kept on file at the distribution center.
- Delivery vehicles will not have any branding or advertising on them and will be nondescript.



Preventing Diversion to Minors

Standard Operating Procedures

TasteBudz Delivery trained agents will ensure that only consumers 21 years of age or older with a verified and valid, government-issued photo ID will be permitted to purchase & receive adult-use marijuana.

In the event TasteBudz Delivery discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the CCC and local law enforcement will be promptly notified, but no later than 24 hours after the incident is discovered.

TasteBudz Delivery will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to, or portray minors under 21 years of age.

TasteBudz Delivery will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.

Any marketing, advertising, and branding materials for public viewing will include a warning stating, “For use only by adults 21 years of age or older. Keep out of the reach of children.”

TasteBudz Delivery website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

TasteBudz Delivery will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.



Plan to Avoid Creating a Nuisance to the Community

Standard Operating Procedures

All litter and waste will be properly disposed of to minimize the development of odor and the potential for attracting pests.

TasteBudz Delivery will not use radios or loud speaker equipment for the advertising of marijuana.

TasteBudz Delivery will not engage in any advertising or marketing practices using public or private vehicles or public transportation venues.

TasteBudz Delivery will comply with all reasonable Special Permit and Operating Permit conditions required by the City of Lynn and will work diligently and in good faith to address any reasonable nuisance concerns brought to its attention by members of the community.

No marijuana or marijuana products will be clearly visible to a person from the exterior of TasteBudz Delivery facility or delivery vehicles.

TasteBudz Delivery will not install any neon or illuminated signage that does not comply with local ordinances or is illuminated more than 30 minutes before sundown until closing.

No consumption of marijuana or marijuana products will occur on TasteBudz Delivery premises by customers, patients, employees, or visitors.



Host Community Agreement

Collaboratively working with Lynn to mitigate added expenses of siting a Marijuana Establishment

As required by M.G.L. Ch. 94G, § 3, TasteBudz Delivery will negotiate a Host Community Agreement (“HCA”) with the City of Lynn that sets forth conditions for the siting of the Marijuana Establishment and stipulates the responsibilities of the parties.

The proposed HCA with the City of Lynn includes, but is not limited to, an agreed upon percentage of all sales originating from the facility. Said fees are community impact fees to mitigate the cost of TasteBudz Delivery facility being sited in Lynn.

The HCA is effective for 5 years.



Benefits to the City of Lynn

Collaboratively working with Lynn to site a Marijuana Establishment

TasteBudz Delivery looks forward to continue working cooperatively with Lynn to ensure that TasteBudz Delivery operates as a responsible, contributing member of the local community. TasteBudz Delivery intends to positively impact the community in several ways, including but not limited to the following:

JOBS.

A Marijuana Delivery Operator facility will add 10-20 full-time and/or part-time jobs, for which a preference will be given to residents of the City of Lynn, in addition to hiring qualified, local contractors and vendors.

HOST COMMUNITY AGREEMENT.

A Host Community Agreement with significant monetary payments would provide the City of Lynn with additional financial benefits beyond local property or sales taxes.

ACCESS TO QUALITY, LEGAL PRODUCT FOR QUALIFIED CONSUMERS.

TasteBudz Delivery will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.

CONTROL.

In addition to the CCC, the Lynn Police Department and other municipal departments will have oversight over TasteBudz Delivery security systems, operations, and processes.

RESPONSIBILITY.

TasteBudz Delivery is comprised of experienced professionals who have been thoroughly background checked and scrutinized by the CCC.



Community Outreach Meeting and Next Steps

Many steps are required to begin operating a Marijuana Establishment

Conducting a Community Outreach Meeting is one of the first steps of the approval process with Lynn and just one step of the Marijuana Establishment Application process with the CCC.

At the CCC level, TasteBudz Delivery must still:

- Submit a complete application
- Obtain a Provisional License
- Submit architectural plans for CCC approval
- Build-out the location and pass several CCC inspections
- Obtain and Final License
- Undergo regular surprise and scheduled inspections by the CCC

At the Local City level, TasteBudz Delivery must still:

- Execute a Host Community Agreement
- Apply for and receive a Special Permit from Lynn City Council
- Ongoing coordination and oversight from various municipal departments such as Police, Fire, Building, etc.





CITY OF LYNN

WEBSITE SECTION

CITY HALL

Select Language ▼

Powered by Google Translate



- [CITY HALL](#)
- [ATTRACTIONS](#)
- [BUSINESS](#)
- [COMMUNITY](#)
- [ABOUT LYNN](#)

Welcome

Assessors

Community Television Inc.

Citizen's Advisory

City Council & Advisory Boards

Committee of the Whole

Conservation Commission

Council On Aging

CMCC | CDC Boards

Cultural Council

Disability Commission

EDIC

Emergency Planning

Essex NS Ag | Tech

Health Department

Historical Commission

Housing Authority

Human Rights Commission

KIPP Academy

Library and GAR Trustees

Licensing Commission

Public Hearings | Public Informational Meetings | Notices | Votes

Who

City of Lynn Residents

What

Special Public Hearings, Notices and Other Postings

When

See Agenda To Confirm Meeting Time and Location

2022 | CURRENT

Public Informational Meeting Regarding Proposed Marijuana Establishment (Link Below)

[tb_vcom_presentation_jan_20_2022_6pm](#)

[\(Join This Meeting Here \(Microsoft Teams\)\)](#)

2021

[nov_09 - Whytes Laundry](#)

[dec_14 - Broadway](#)

2020

[apr 09 - Waterways Regulation](#)

[apr 30 - Green Retail Inc.](#)

[jul 09 - Tree Market Info - jul 09](#)

[sep 29 - Problem Property](#)

[sep 29 - Rental Unit Inspection](#)

[sep 29 - Short Term Rental](#)

[sep 29 - Wage Theft Amend.](#)

[oct 15 - Continuum of Care](#)

[McManus Field Cleanup](#)

[Whytes Laundry Cleanup](#)

[nov 19 - Continuum of Care](#)

[oct 24](#)

[oct 24](#)

2019

[jan 15](#)

[mar 26](#)

Presentation Materials

Tastebudz Delivery, LLC
1103 Western Avenue, Lynn, MA 01905
Virtual Community Outreach Meeting
January 20, 2022

Attendees: 1

Link:

<https://publicpolicylaw-my.sharepoint.com/:v:/p/jcapano/EUS3ndSFNJ1Ar3KEQLBXrXcB45F4E9f7tLopJUV1Q4VHbw?e=ZxkOjB>

Subject: Tastebudz Delivery Virtual Community Meeting
Date: Friday, January 21, 2022 at 10:05:54 AM Eastern Standard Time
From: Jonathan Capano
To: Frederick Hogan
CC: Jason Berroa
Attachments: TB VCOM Recording 1.20.22.docx

Morning Fred,

Attached please find a link to the Tastebudz Delivery's Virtual Community Outreach Meeting recording. Per CCC guidelines we are required to share a copy of the recording with the host community.

Please let me know if you have any questions or if additional information is required.

Jonathan Capano, Esq.

Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

C: 781-443-2227

www.publicpolicylaw.com

IMPORTANT

This email and any attached documents are confidential; intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that distribution, dissemination or copying this message is strictly prohibited. If you receive this message in error, or are not the intended recipient, please notify the sender at the email address above and delete this email from your computer.

Plan to Remain Compliant with Local Ordinances.

The location should be in a city or town that allows marijuana retail or delivery operations and is appropriately zoned. The location should have a building that allows for the “back office” operations of a Delivery license from which delivery orders are received, vehicles are dispatched daily, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

- Location of the proposed Marijuana Establishment?

1103 Western Ave Lynn Ma, 01905– HI zoned Heavy Industrial area with surrounding commercial properties directly abutting the property and located geographically in an area with minimal residential abutters and no direct on site sales permitted limit traffic and volume of people to an absolute minimum.

- What type(s) of Marijuana Establishment will be sited at the location?

Delivery Operator & Wholesaler Storage of Cannabis Products for Consumer Dispatch

- Is the proposed Marijuana Establishment allowed under current zoning bylaws/ordinances or is a zoning amendment required to allow it to go there?

This site is located in an (HI) Heavy Industrial area and the required zoning laws for Lynn allows for this type of business at this location.

- Is the proposed Marijuana Establishment allowed by right or does it require local zoning permitting? What permits are required?

A special permit is required for any and all Marijuana Establishments in the City of Lynn. TasteBudz Delivery was granted a special permit on 12/14/2021 to operate this Marijuana Establishment at this location.

- Is there a local licensing regulation pertaining to Marijuana Establishments?

Yes. The City of Lynn has its formal due process which we have completed.

- Is there a local Board of Health regulation pertaining to Marijuana Establishments?

Yes, the Board of Health will have its regular scheduled inspections.

- Does the proposed location comply with the 500-foot buffer zone from existing public or private school buildings (K-12)? Do local bylaws or ordinance create a smaller buffer zone?

Yes it is in full compliance.

- If the applicant is moving into an existing building or building a new one, will its premises comply with the security requirements set forth in 935 CMR 500?

Existing building. Yes the building will be in full compliance with security requirements.

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:

TasteBudz Delivery LLC

2. Name of applicant's authorized representative:

Jason Berroa

3. Signature of applicant's authorized representative:



4. Name of municipality:

City of Lynn

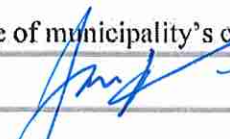
5. Name of municipality's contracting authority or authorized representative:



Approved As To Form:

George S. Markopoulos
City Solicitor

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

✓  Mayor

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).*):

Jared.Nicholson@lynnma.gov

8. Host community agreement execution date:

4/22/20

Tastebudz Delivery

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Tastebudz Delivery (“TBZ”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, TBZ has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of Lynn and other areas of disproportionate impact.

Goals

In order for TBZ to positively impact past or present residents of Lynn and other areas of disproportionate impact, TBZ has established the following goals:

1. Reducing barriers to entry in the commercial adult-use cannabis industry by hiring at least 20% of our agents from areas of disproportionate impact; and
2. Providing business assets towards endeavors that will have a positive impact on the residents of Lynn and other areas of disproportionate impact.

Programs

TBZ has developed specific programs to effectuate its stated goals to positively impact past or present residents of Lynn. Such programs will include the following:

1. Creating a hiring preference for the residents of Lynn, as well as residents of other areas of disproportionate impact, whereby qualified candidates for available job positions, which will be posted as needed (at least once per year) on websites such as Indeed.com, will be favorably considered if they self-identify as past or present residents of Lynn or other areas of disproportionate impact*
 1. The Census Tracts that TBZ will use to determine areas of disproportionate impact for the City of Lynn include 01901, 01902, 01903, 01904, 01905, 01910.
 2. Participating in at least two (2) job fairs in Lynn and other areas of proportionate impact as positions become available. TBZ also plans to hold its own hiring job fairs in these areas as part of the two (2) job fairs.

*To the extent allowed by applicable employment law.

Tastebudz Delivery

2. Holding two (2) educational seminars per year in Lynn that will cover topics such as the benefits of cannabis, proper safety and security for cannabis, how to consume cannabis responsibly, and more. These seminars will be advertised at least 2 weeks prior to the event through email marketing and TBZ social media channels. These seminars will not have a capped attendance unless specifically noted in the advertising of these seminars.

Measurements

The Chief Operating Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure TBZ continues to meet its commitments. Such measurable outcomes, in accordance with TBZ goals and programs described above, include:

- Ensuring that at least 20% of Tastebudz agents are past or present residents of Lynn and designated areas of disproportionate impact, other areas of disproportionate impact.
- Documenting the job fairs in Lynn and other areas of disproportionate impact that Tastebudz participates in and keeping on file any Human Resources documentation received as a result.
- Documenting that TBZ held at least two (2) educational seminars each year and keeping a record of the location, subject matter, and participants/attendees in such educational seminars.
- Seminars will be open for at least 25+ attendees unless otherwise noted in the marketing material.

Beginning upon receipt of TBZ “Provisional License” designation from the Commission to operate a marijuana establishment in the Commonwealth, Tastebudz will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Operating Officer will review and evaluate Tastebudz measurable outcomes no less than twice annually to ensure that TBZ is meeting its commitments. Tastebudz is mindful that demonstrations of the Plan’s progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

OPERATING AGREEMENT OF TASTEBUDZ DELIVERY LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into as of October 3rd, 2019, by and among the Members (as defined below) and Tastebudz Delivery LLC (the "Company"), a Massachusetts limited liability company. Capitalized terms used herein shall have the meanings set forth in Article II or elsewhere in this Agreement.

W I T N E S S E T H:

WHEREAS, the Members desire to enter into this Agreement to set forth the terms and conditions of the ownership, management and operation of the Company;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

FORMATION; PURPOSE

1.1 Formation of Limited Liability Company.

(a) The Company was formed as a Massachusetts limited liability company under the laws of the Commonwealth of Massachusetts by filing a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (as amended, the "Certificate of Organization") pursuant to the Massachusetts Act on October 3rd, 2019. Subject to the Massachusetts Act, the Company's business shall be conducted under the name Tastebudz Delivery LLC until such time as the Manager designates otherwise and files amendments to the Certificate of Organization in accordance with applicable law.

(b) This Agreement is subject to, and governed by, the Massachusetts Act and the Certificate of Organization. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Massachusetts Act or the provisions of the Certificate of Organization, such provisions of the Massachusetts Act or the Certificate of Organization, as the case may be, will be controlling to the extent required thereby. To the extent any provision of this Agreement is prohibited or ineffective under the Massachusetts Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Massachusetts Act. If the Massachusetts Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid thereafter valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.2 Purpose. The Company is formed for the purpose of conducting any lawful act or activity for which limited liability companies may be organized under the Massachusetts Act. The Company may exercise all powers reasonable and necessary to pursue its purposes.

Operating Agreement of Tastebudz Delivery LLC

1.3 Term. The term of the Company shall continue until the Company is dissolved in accordance with the provisions of this Agreement, subject to the requirements of the Massachusetts Act.

1.4 Principal Place of Business. The principal place of business of the Company shall be at 1103 Western Avenue, Lynn, MA 0105. At any time, the Company may change the location of its principal place of business, without requiring any amendment hereto.

1.5 Resident Agent. The name and address of the Resident Agent is _____.
The Resident Agent may be changed at the discretion of the Manager.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

An "Affiliate" of a specified Person shall mean a Person who, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person by contract or otherwise.

"Agreement" shall mean this operating agreement, as originally executed and as may be amended from time to time, and the terms "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Assumed Tax Rate" applicable to the Members means the highest marginal United States federal and state income (including net investment income) tax rates applicable to the kinds of taxable income realized by the Members, assuming that all Members are individuals and residents of the Commonwealth of Massachusetts and taking into account the individual tax rates on long-term capital gains and qualified dividend income.

"Available Cash Flow" shall mean, with respect to any Fiscal Year or other period, the sum of all cash receipts of the Company from any and all sources, less all cash disbursements (including loan repayments, capital improvements and replacements) and a reasonable allowance for reserves, contingencies and anticipated obligations as determined by the Manager.

"Capital Account" shall mean, with respect to each Member, an account determined in accordance with the provisions of Section 3.9(a).

"Capital Contribution" shall mean the total amount of cash and the Gross Asset Value of other property contributed and agreed to be contributed to the Company by each Member, as shown in the Schedule of Members' Interests, as the same may be amended from time to time. Additional Capital Contributions may be made by a Member only with the consent of the Manager.

"Certificate of Cancellation" shall mean the Certificate of Cancellation of the Company described in Section 9.3.

"Change in Control" shall occur upon (i) the consummation of a merger or consolidation of the Company with or into another entity or any other reorganization or equity financing or sale transaction of the Company, if Persons that were not holders of the Company's voting securities immediately prior to such merger, consolidation, or other reorganization or equity financing or sale transaction (or Permitted Transferees of such holders pursuant to clause (b) of the definition of Permitted Transfer) own immediately after such merger, consolidation, or other reorganization or equity financing or sale transaction voting securities with 50% or more of the direct or indirect voting power of the outstanding securities of the continuing or surviving entity; or (ii) the sale, assignment, transfer, or other disposition of all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis in one or more transactions or series of related transactions to any Persons that were not holders of the Company's voting securities immediately prior to such sale.

"Claim" shall have the meaning set forth in Section 10.2.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Confidential Information" shall mean all information, ideas, knowhow, trade secrets, processes, computer code generated or developed, software or programs and related documentation, methods, practices, fabricated techniques, technical plans, customer lists, pricing techniques, marketing plans, financial information, and all other compilations of information which relate to the business of and are owned by the Company and its Subsidiaries, which are not known generally to others and which the Company and its Subsidiaries have taken affirmative actions to protect from public disclosure or which do not exist in the public domain, and any financial, organizational or other information concerning the Members or any of their equityholders received on a confidential basis from the Company or any other Person and their direct or indirect ownership of Units.

"Covered Person" shall mean (i) any Manager, (ii) any Member, (iii) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with any Member, (iv) any officers, directors, shareholders, managers, members, controlling Persons, partners, employees, representatives or agents of any Person described in clause (ii) or (iii) above, (v) any Officer or (vi) any Person who was, at the time of the act or omission in question, a Person described in clause (i), (ii), (iii), (iv) or (v) above.

"Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

"Fiscal Year" shall mean the Company's fiscal year as set forth in Section 5.1.

"Founders" shall mean Jason Berroa.

"Gross Asset Value" shall mean, with respect to any asset of the Company, the Company's adjusted basis for federal income tax purposes; provided, however, that (a) the Gross Asset Value of any asset (other than cash) contributed by a Member to the Company as a Capital Contribution or distributed to a Member by the Company shall be the gross fair market value of such asset (computed without taking into account Code Section 7701(g)) as reasonably determined by the Manager as of the date of the contribution or distribution, as the case may be; (b) the Gross Asset Value of all assets of the Company shall be adjusted to equal their respective gross fair market values (taking into account Code Section 7701(g)), as reasonably determined by the Manager, (i) on the liquidation of the Company for federal income tax purposes (including a deemed liquidation) pursuant to Code Section 708(b)(1)(B)), (ii) as of the date of the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution to the Company, (iii) in connection with the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company, (iv) upon the distribution by the Company to any Member of more than a de minimis amount of property or money or (v) at such other times as determined by the Manager in its reasonable discretion. At all times, the Gross Asset Value of an asset shall be adjusted by Depreciation with respect to such asset taken into account for purposes of computing Net Profits and Net Losses.

"Joinder Agreement" shall mean a joinder agreement substantially in the form of Exhibit A attached hereto which is entered into pursuant to Section 3.10.

"Manager" shall mean Jason Berroa.

"Massachusetts Act" shall mean the Chapter 156C of the Massachusetts General Laws, as the same may be amended from time to time.

"Member" shall mean any Unit Holder as shown in the Schedule of Members' Interests and any other person that acquires Units in accordance with the terms of this Agreement and has executed a Joinder Agreement.

"Net Profits" and "Net Losses" shall mean, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses shall be added to such taxable income or loss; (b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from such taxable income or loss; (c) in lieu of depreciation, amortization or other cost recovery deductions for federal income tax purposes, there shall be taken into account Depreciation in computing such taxable income or loss; and (d) gain or loss resulting from the disposition of property shall be computed by reference to the Gross Asset

Value of the property, notwithstanding that the adjusted tax basis of the property for federal income tax purposes differs from its Gross Asset Value.

"Officer" or "Officers" shall mean the officers of the Company designated by the Manager in accordance with Section 4.7.

"Permitted Transfer" shall mean:

(a) a Transfer by any Member to one or more of its Affiliates; provided that (i) the Member making such Transfer shall notify the Company of such Transfer at least five (5) days prior to making the Transfer (such notice to contain a representation by the Member to the Company that the proposed transferee is an Affiliate of the Member), and (ii) the Member making such Transfer shall retain voting control over the Units proposed to be Transferred;

(b) a Transfer of Units between any Member who is a natural person and such holder's spouse, children, parents or siblings or to a trust, limited partnership or limited liability company for the sole benefit of one or more of the foregoing; provided that (i) the Member making such Transfer shall notify the Company and (ii) with respect to any such transfer, the transferor retains as trustee, partner or member or by some other means the sole authority to vote or cause the voting of such Units;

(c) a Transfer by a Manager to an Affiliate;

(d) a Transfer approved by a Manager as a Permitted Transfer, in advance of such Transfer; and

(e) a Transfer of Units to the Company.

No Permitted Transfer shall be effective unless and until the transferee of the Units so transferred executes and delivers to the Company a Joinder Agreement.

"Permitted Transferee" shall mean any person or entity who acquires Units pursuant to a Permitted Transfer.

"Person" shall mean an individual, corporation, partnership, limited liability company, trust, unincorporated association, government or any agency or political subdivision thereof, or any other entity.

A "Public Offering" shall mean the completion of a sale of Units or Successor Stock pursuant to a registration statement which has become effective under the Securities Act, excluding registration statements on Form S-4, S-8 or similar limited purpose forms, occurring after the date of this Agreement.

"Registrable Securities" shall mean, as of any date, all Subject Securities held by any Member on such date; provided that as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (a) a registration statement (other than a registration statement on Form S-8) with respect to the sale of such securities shall have become effective

under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (b) a registration statement on Form S-8 with respect to such securities shall have become effective under the Securities Act, (c) such securities shall have been sold under a Rule 144 Transaction, or (d) such securities have ceased to be outstanding; provided, further, that Registrable Securities shall not include any Subject Securities which are subject to forfeiture in accordance with restricted Unit or stock agreements.

"Rule 144 Transaction" shall mean a transfer of Units (A) complying with Rule 144 under the Securities Act as such Rule or a successor thereto is in effect on the date of such transfer (but not including a sale other than pursuant to a "brokers' transaction" as defined in clauses (i) and (ii) of paragraph (g), of Rule 144 as in effect on the date hereof) and (B) occurring at a time when Units are registered pursuant to Section 12 of the Exchange Act.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

"Subject Securities" shall mean all Units, Successor Stock and Successor Stock Equivalents now or hereafter held by any Member. Solely for the purposes of Section 8.4 and 8.5, Subject Securities shall mean all Units, Successor Stock and all options, convertible securities, warrants and other securities convertible, exchangeable into or redeemable for Units or Successor Stock, whether or not vested and/or exercisable, now or hereafter held by any Member.

"Subsidiary" with respect to any Person (the "Parent") shall mean any Person of which such Parent, at the time in respect of which such term is used, (a) owns directly or indirectly more than 50% of the equity or beneficial interest, on a consolidated basis, or (b) owns directly or controls with power to vote, indirectly through one or more Subsidiaries, shares of capital stock or beneficial interest having the power to cast at least a majority of the votes entitled to be cast for the election of directors, trustees, managers or other officials having powers analogous to those of directors of a corporation. Unless otherwise specifically indicated, when used herein, the term Subsidiary shall refer to a direct or indirect Subsidiary of the Company.

"Successor Stock" shall mean the stock of a Successor Corporation.

"Successor Corporation" shall mean (a) a corporation which is the Company's corporate successor in interest by way of exchange or substitution of securities of the Company for Successor Stock or any conversion, merger, consolidation, recapitalization, reorganization or other business combination or any similar transaction or (b) a wholly-owned Subsidiary of the Company in the event of the distribution of the common stock of such Subsidiary to the Members upon a liquidation of the Company.

"Tax Capital Account" shall mean, with respect to each Member, an account determined in accordance with the provisions of Section 3.9.

"Tax Distributions" shall have the meaning set forth in Section 6.2.

"Third Party" shall mean any Person other than the Company.

"Transfer" shall mean to, directly or indirectly, transfer, sell, assign, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value, any Units.

"Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time.

"Unit Holder" shall mean a Member or other Person who owns or holds Units.

"Units" shall mean all Units of the Company, each of which shall, subject to any limitations set forth in this Agreement, have the rights, powers and preferences set forth herein, held at any time during the term of this Agreement by any Member, and shall also include any equity security issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization.

ARTICLE III

MEMBERS; UNITS

3.1 Schedule of Members' Interests. The names and mailing addresses of the Members, their Capital Contributions to the Company, if any, the number of Units which they own, and their percentage ownership interests is set forth on a Schedule of Members' Interests, attached hereto. The Schedule of Members' Interests shall be strictly confidential and only the Manager shall have the right to review such information; provided, however, that any Member shall have the right to review information regarding such Member's own address, Capital Contributions and number of Units held.

3.2 Form of Contributions. The Capital Contributions shall consist of such assets as the parties have agreed. No Member shall be required to make any Capital Contributions to the Company other than those to which the Member has specifically agreed.

3.3 Member Loans. Loans by any Member to the Company shall not be considered additional contributions to the capital of the Company unless otherwise determined by the Manager.

3.4 Units.

(a) Subject to the terms of this Agreement, the Company is authorized to issue equity interests in the Company designated as "Units", which shall (i) have such rights and preferences as set forth in this Agreement, and (ii) constitute limited liability company interests under the Massachusetts Act. Fractions of a Unit may be issued.

(b) Each Member shall have the right to one vote for each Unit held by such Member as to all matters submitted to a vote of the Members.

3.5 Certificates for Units. At the discretion of the Manager, Units in the Company may be represented by a certificate. The exact contents of a certificate shall be determined by the

Manager in its absolute discretion. The certificate shall include a reference to the restrictions on transfer provided by this Agreement

3.6 Capital Contributions.

(a) The Capital Contribution, if any, of each Member shall be as set forth in the Company's books and records. No interest shall be paid on any Capital Contribution.

(b) No Member shall have the right to withdraw the Member's Capital Contribution or to demand and receive property of the Company or any distribution in return for the Member's Capital Contribution, except as may be specifically provided in this Agreement or required by law (excluding any law which grants such a right in the absence of a negating provision in this Agreement). No Member shall receive out of the Company property any part of the Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them, unless the return of the Capital Contribution may be rightfully demanded as provided in this Agreement or the Massachusetts Act.

3.7 Limitation on Liability. Except as otherwise required by applicable law and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors the Company or to any other Third Party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

3.8 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

3.9 Capital Accounts and Tax Capital Accounts.

(a) The Company shall maintain for each Member a separate Capital Account in accordance with the rules of Treasury Regulations Section 1.704-1(b). Such Capital Account shall be increased by (i) such Member's cash contributions, (ii) the initial Gross Asset Value of property contributed by such Member (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752), and (iii) all items of income and gain (including income and gain exempt from tax and all special allocations of income or gain pursuant to Article VII) allocated to such Member pursuant to this Agreement and decreased by (1) the amount of cash distributed to such Member, (2) the Gross Asset Value of all actual and deemed distributions of property made to such Member pursuant to this Agreement (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to under Code Section 752), and (3) all items of deduction and loss allocated to such Member pursuant to this Agreement, including all special allocations of deduction or loss pursuant to Article VII.

(b) If any Member transfers any Unit to any Person other than the Company in accordance with the applicable provisions of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Unit.

(c) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts and Tax Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations and any amendment or successor provision thereto.

3.10 Additional Units: Joinder. Subject to the terms of this Agreement, the Company is authorized to raise additional capital by offering and selling, or causing to be offered and sold, additional Units to any Person (including an existing Member). Any Person acquiring any Units (except for any acquisition thereof (i) in an offering registered under the Securities Act or (ii) in a Rule 144 Transaction) shall, on or before the transfer or issuance to it of such Units, sign and deliver to the Company the Joinder Agreement attached hereto and shall thereby become a party to this Agreement.

3.11 Securities Laws Compliance. Each Member agrees and acknowledges that to the extent such Member is permitted pursuant to this Agreement to Transfer Units, such Member will not Transfer any Units unless (i) the Transfer is pursuant to an effective registration statement under the Securities Act, or the rules and regulations in effect thereunder or (ii) counsel for such Member (which counsel shall be reasonably acceptable to the Company) shall have furnished the Company with an opinion, satisfactory in form and substance to the Company, in its reasonable discretion, that no such registration is required because of the availability of an exemption from registration under the Securities Act and any state securities or blue sky laws applicable to the Company or the Units proposed to be Transferred.

ARTICLE IV

MANAGEMENT AND CONTROL OF BUSINESS

4.1 General.

(a) The business and affairs of the Company shall be managed by the Manager in accordance with the provisions of this Article IV. The exercise by any Manager or Member of any of their respective rights, elections, powers or privileges under this Agreement shall not be deemed to constitute a lack of good faith, a breach of any fiduciary duty or unfair dealing. To the extent that any Manager or Member has duties (including fiduciary duties) under the Massachusetts Act or any other law to the Company, the Members, the Managers or any other Person bound by this Agreement, the provisions of this Agreement are intended to replace such duties to the maximum extent permitted by law.

(b) Without limiting the generality of Section 4.1(a), the Manager shall have full power and authority to authorize the Company:

- (i) to acquire property from any Person for consideration;
- (ii) to borrow money for the Company from banks, other lending institutions, any of the Members, or Affiliates of any of the Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(iii) to purchase liability and other insurance to protect the Company's property and business;

(iv) to hold and own any real and/or personal properties in the name of the Company;

(v) to invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or similar type investments;

(vi) to execute on behalf of the Company all instruments and documents, including checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements and any other instruments or documents necessary or desirable, in the opinion of the Manager, to the business of the Company;

(vii) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company, and to define their duties and authority, which may include authority granted to the Members under the Massachusetts Act, and to compensate them from the Company funds;

(viii) to retain and compensate employees and agents generally, and to define their duties and authority, which may include authority granted to the Members under the Massachusetts Act;

(ix) to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose; and

(x) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

4.2 Number of Managers. The number of Managers of the Company shall initially be fixed at one. The Manager may adjust the number of Managers in the Manager's sole discretion.

4.3 Appointment and Replacement of Managers. The Managers of the Company shall be appointed and may be removed as follows: A Founder may appoint and replace the Manager as the Founder determines from time to time so long as the Founders, the Founder's Affiliates or the Founder's Permitted Transferees beneficially own any Units. The Founders hereby appoints Jason Berroa and Nicholas Diamantides as the Managers. No Member other than the Founder or the Founder's Permitted Transferees shall have the right to remove or replace the Founder Managers.

4.4 Resignations. Any Person may resign as a Manager by delivery of written notice to the Company. The Members shall have no right to remove any Manager, except as expressly provided herein or as required under the Act.

4.5 Remuneration of the Manager. The Company shall reimburse each Manager for his or her reasonable travel and other expenses incurred in connection with attending meetings of the Manager or committees thereof. Except as otherwise agreed in writing with a Manager, no Manager shall be entitled to any remuneration solely by reason of his or her service in such capacity to the Company (but nothing herein shall preclude any Manager from serving the Company or any of its Subsidiaries in any other capacity and receiving reasonable compensation therefor).

4.6 Insurance. The Manager may elect to cause the Company to maintain in effect at all times a "directors and officers" liability insurance policy covering at least the Managers of the Company, with coverage on customary terms and at customary levels for businesses similarly situated as the Company and its Subsidiaries.

4.7 Officers. The Manager may (but need not), from time to time, designate and appoint one or more persons as an Officer of the Company. No Officer need be a resident of the Commonwealth of Massachusetts or a Member. Any Officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular Officers. If commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such Officer by the Manager. Each Officer shall hold office until such Officer's successor shall be duly designated and shall qualify or until such Officer's death or until such Officer shall resign or shall have been removed. Any number of offices may be held by the same individual. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Manager. Any Officer may be removed as such, either with or without cause, at any time by the Manager in its discretion. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Manager and shall remain vacant until filled by the Manager. No Officer shall be deemed a "manager" under the Massachusetts Act.

4.8 No Fiduciary Duties. To the fullest extent permitted by applicable law, any Member or Manager shall be subject to the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by applicable law, no Member (other than a Member who is also an Officer (or equivalent) of the Company or any of its Subsidiaries, and to the extent acting in such capacity) or Manager shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Company, any Member, Manager or any other person or entity bound by this Agreement for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Member in its capacity as a Member or Manager except that (a) a Member or Manager shall be liable for any act or omission that constitutes fraud or a bad faith violation of the implied contractual covenant of good faith and fair dealing and (b) a Member shall be liable for any breach by such Member of the express covenants and express obligations set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Member or Manager otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Member or Manager. A Member or Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or

statements presented to the Company by any Person as to matters which such Member or Manager reasonably believes are within such Person's professional or expert competence.

ARTICLE V

ACCOUNTING AND RECORDS

5.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, at the expense of the Company in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain and preserve, during the term of the Company, and for five years thereafter, all such books and records. The Fiscal Year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

5.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business and each Manager shall have access to them at such office of the Company and the right to inspect and copy them at reasonable times. Each Member shall only have such access to the books and records of the Company solely to the extent required pursuant to the Massachusetts Act or other applicable law.

5.3 Tax Returns. The Company shall deliver to each Member within 90 days after the end of each Fiscal Year all information necessary for the preparation of such Member's federal income tax return. The Manager shall cause the Company's accountants to prepare all income and other tax returns of the Company to be filed not later than the date when such filings are required by law. Each of the Members shall, in its respective income tax return and other statements filed with the Internal Revenue Service or other taxing authority, report taxable income in accordance with the provisions of this Agreement.

5.4 Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager.

5.5 Section 754 Election. In connection with any assignment or transfer of a Unit described in Code Sections 734(b) and 743(b) which is permitted by the terms of this Agreement, the Manager shall in its reasonable discretion cause the Company, at the written request of the transferor, the transferee or the successor to such Unit, on behalf of the Company and at the time and in the manner provided in Treasury Regulations Section 1.754-(b) (or any like statute or regulation then in effect) to make an election to adjust the basis of the Company's property in the manner provided in Code Section 755, and such transferee shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

5.6 Tax Matters Partnership Representative. The Founders or the Founders' delegate shall be the Partnership Representative as set forth in the Code, and shall exercise all rights, obligations and duties of a partnership representative under the Code. The Founders, or the Founder's delegate, as partnership representative shall have the right to cause the Company to

make any elections under the audit procedures for partnerships under applicable provisions of the Code and any regulations promulgated thereunder, and may make appropriate adjustments to the allocation and accounting provisions of this Agreement as necessary to comply with and equitably apply those provisions.

5.7 Other Records. The Company shall maintain records at the principal office of the Company or such other place as the Manager may determine which shall include the following:

(a) a current list of the full name and last known business, residence or mailing address of each Member;

(b) a copy of the Certificate of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the four most recent years; and

(d) copies of the currently effective written Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent Fiscal Years.

ARTICLE VI

DISTRIBUTIONS

6.1 Distributions Generally. Distributions in respect of a Unit in the Company shall be made in accordance with this Article VI only to the Members who, according to the books and records of the Company, are the holders of record of the Units in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Member has knowledge or notice of any transfer or purported transfer of ownership of Units in the Company which is not permitted under this Agreement. Subject to the Massachusetts Act, distributions shall be made to the Members at such times and in such amounts as determined by the Company. The amount of any non-cash distribution shall be determined by reference to the fair market value of the assets being distributed, as determined by the Manager.

6.2 Tax Distributions. To the extent there is Available Cash Flow for any Fiscal Year or other period, the Manager shall cause the Company to distribute to each Member with respect to such Fiscal Year or other period of the Company, an amount of cash, which in the good faith judgment of the Manager, equals the product of (A) the Assumed Tax Rate and (B) the amount of taxable income (as computed for federal income tax purposes) allocable to such Member in respect of such Fiscal Year or other period (net of taxable losses allocated to such Member in respect of all prior Fiscal Years or other periods and not previously taken into account under this clause) ("Tax Distributions"), such Tax Distribution to be made no later than ninety (90) days after the last day of such Fiscal Year or other period. If the total amount available for distribution to the

Operating Agreement of Tastebudz Delivery LLC

Members under this Section 6.2 with respect to a Fiscal Year or other period is less than the distributions that would be required by the foregoing provision, the amount to be distributed to each Member pursuant to this Section 6.2 shall be reduced proportionally. Tax Distributions shall be made prior to distributions made pursuant to Sections 6.3 and shall be treated as advances against the applicable Member's entitlement to distributions pursuant to Section 6.3.

6.3 Discretionary Distributions. The Company may make distributions to the Unit Holders at such times and in such amounts as the Manager determines in its discretion. Any such distributions will be made to all the Members, in proportion to their respective number of Units on the distribution date.

ARTICLE VII

ALLOCATIONS

7.1 Allocation of Net Profits and Net Losses. Except as provided in Section 7.2 below, all Net Profits and Net Losses shall be allocated to the Members in such a manner as will cause the Capital Account balances of the Members to be equal to the amounts the Members would be entitled to receive if the Company sold all of its properties for cash equal to their Gross Asset Values, satisfied all of its liabilities, and distributed the remaining proceeds in accordance with the provisions of this Agreement.

7.2 Special Allocations. Special allocations shall be made as the Manager considers necessary to comply with the requirements of Code section 704 and the Regulations thereunder, including, the qualified income offset and minimum gain chargeback provisions therein.

7.3 Tax Allocations.

(a) Except as provided in paragraphs (b) and (c) below, items of Company income, gain, loss, deduction and credit shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gain, losses, deductions, and credits among the Members under Sections 7.1 and 7.2.

(b) Taxable loss and taxable income shall be allocated to all Members based on the ratio of the Units of such Member over the sum of all Units.

(c) Items of taxable income, gain, loss and deduction with respect to property of the Company that has a Gross Asset Value different from its adjusted basis for federal income tax purposes will be shared among the Members so as to take account of such difference in accordance with the principles of Section 704(c) of the Code and the Regulations thereunder. The Manager may select any reasonable method or methods for making such allocations including any method described in Regulations Sections 1.704-3(b), (c), or (d). In the event the Gross Asset Value of any Company property is adjusted pursuant to clause (ii) of the definition thereof, subsequent allocations of income, gain, loss, and deduction with respect to such property shall take account of any variation between such property's adjusted basis for federal income tax purposes and such Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

7.4 Withholding. If the Manager, in its reasonable judgment, determines that the Code requires the Company to withhold any tax with respect to a Member's distributive share of income, gain, loss, deduction or credit or any distributions, the Manager shall cause the Company to withhold and pay the tax. If at any time the amount required to be withheld exceeds the amount that would otherwise be distributed to the Member to whom the withholding requirement applies, any such excess shall be deemed to be an interest free advance to the Members receiving such excess distributions, payable to the Company from subsequent distributions as made. Any amount withheld with respect to a Member shall be treated as though it had been distributed to that Member for all purposes of this Agreement.

ARTICLE VIII

MEMBER COVENANTS

8.1 Restrictions on Transfers. No Member may Transfer all or any part of the Units owned by such Member to anyone, except in connection with (i) a Permitted Transfer, (ii) a Transfer pursuant to Section 8.2 hereof, or (v) a Transfer pursuant to or made after a Public Offering.

8.2 Confidentiality.

(a) No Member shall disclose or use in any manner inconsistent with such Member's rights and obligations under this Agreement, in whole or in part, any Confidential Information; provided, however, that the foregoing shall not be construed to apply to any information which is independently developed by such Member (without reference to the Confidential Information), information obtained from sources other than the Company, or any of its employees, directors, Subsidiaries or Affiliates or any of their respective agents or representatives (including attorneys, accountants, financial advisors, engineers and insurance brokers) or information that is or comes into the public domain (other than as a result of breach of this Agreement by a Member (or its representatives)), nor shall it be construed to prevent such Member from (i) making any disclosure of any information (A) if required to do so by any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any court or other governmental authority, in each case applicable to or binding upon such Member, (B) to any governmental authority having or claiming authority to regulate or oversee any aspect of such Member's business or that of the parent entity or Affiliates of such Member in connection with the exercise of such authority or claimed authority, or (C) pursuant to subpoena; or (ii) making, on a confidential basis, such disclosures as such Member deems necessary or appropriate to such Members legal counsel, accountants (including outside auditors) or general or managing partner; (iii) making such disclosures as such Member reasonably deem necessary or appropriate to any transferee and/or counsel to or other representatives of such bank or financial institution or other entity, to which such Member in good faith desires to transfer all or a portion of its interest in any Units; provided, however, that such transferee or counsel to or representative thereof, agree in writing to maintain the confidentiality of such disclosures on the terms stated herein; or (iv) making, on a confidential basis, disclosures of such information to current Members.

(b) Notwithstanding anything herein to the contrary, the parties to this Agreement agree that each may disclose to any and all persons, without limitation of any kind, the

tax treatment and tax structure of the transaction(s) governed hereby and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (i) any portion of any materials to the extent not related to the tax treatment or tax structure of such transaction(s), (ii) the identities of participants or potential participants in the transaction(s)/venture, (iii) the existence or status of any negotiations, (iv) any pricing or financial information (except to the extent such pricing or financial information is related to the tax treatment or tax structure of the transactions(s)/venture), or (v) any other term or detail not relevant to the tax treatment or the tax structure of the transaction(s)/venture.

(c) This Section 8.3 shall survive the termination of this Agreement.

8.3 Non-Competition and Non-Solicitation. Each Member and Manager, while serving as a Member and/or Manager, hereby agrees that during the term of such service and for a period of one (1) year after such person is no longer a Member or Manager, the Member and/or Manager will not, directly or indirectly:

(a) Own any interest in, operate, provide services to, conduct or otherwise engage in, lend to, make a gift in support of, or otherwise assist any other person to engage in, any Competing Business. For purposes of this Agreement, "Competing Business" means any business or activity that (i) involves or facilitates the provision of products in the Cannabinol/CBD industry or (ii) may be competitive with a business or activity that the Company intends or has explored entering into or providing in the future. Notwithstanding the foregoing, a passive investment of less than 2% of a class of securities traded on a national securities exchange shall not be deemed to be engaged in a Competing Business;

(b) Either alone or in association with others (i) solicit, recruit, induce, attempt to induce, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, recruit, induce, or attempt to induce any employee of the Company to leave the employ of the Company, or (ii) solicit, recruit, induce, attempt to induce for employment or hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, recruit, induce, attempt to induce for employment or hire or engage as an independent contractor, any person who was employed by the Company or who was employed by the Company at any time during the term of the Member's or Manager's service with the Company; or

(c) Either alone or in association with others, solicit, divert or take away, or attempt to solicit, divert or take away, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, divert or take away, or attempt to solicit, divert or take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company, which were contacted, solicited or served by the Company at any time during the term of the Member's or Manager's service with the Company.

(d) This section 8.4 shall survive the termination of this Agreement.

ARTICLE IX

TERMINATION

9.1 Termination of the Company.

(a) The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

(i) the entry of a decree of judicial dissolution under the Massachusetts Act;

(ii) upon the written consent of the holders of a majority of the Common Units; or

(iii) the sale of all or substantially all of the assets of the Company; provided, however, that a sale of substantially all of the assets of the Company the proceeds from which are retained or reinvested by the Company shall be exempted from the coverage of this Section 9.1.

(b) The withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates a Member's continued membership in the Company shall not result in the dissolution of the Company.

9.2 Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Manager shall (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind), (ii) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (iii) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company, (iv) discharge any liabilities of the Company to the Members other than on account of their interests in the Company capital or profits and (v) distribute the remaining assets to the Members in accordance with Article VI. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by the Manager acting in good faith.

(b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(c) The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.3 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a "Certificate of Cancellation" shall be

executed in duplicate and verified by the Person signing the Certificate of Cancellation, which Certificate of Cancellation shall set forth the information required by the Massachusetts Act.

9.4 Filing of Certificate of Cancellation.

(a) Duplicate originals of such Certificate of Cancellation shall be delivered to the Massachusetts Secretary of State.

(b) Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Massachusetts Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE X

EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Except as set forth in Section 4.8 with respect to a Covered Person who is also an Officer (or equivalent) of the Company or any of its Subsidiaries acting in such capacity, no Covered Person shall be liable to the Company or to any Member for any loss suffered by the Company or any Member (in its capacity as a Member) unless such loss is caused by such Covered Person's gross negligence, willful misconduct, willful violation of law or material breach of this Agreement. No Covered Person shall be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, willful violation of law or material breach of this Agreement. A Covered Person may consult with counsel and accountants in respect of the affairs of the Company, and provided such Person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Person shall not be liable for any loss suffered by the Company or any Member (in its capacity as a Member) in reliance thereon.

10.2 Right to Indemnification. Subject to the limitations and conditions in this Article X, each Covered Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Manager or Officer or any other Person acting on behalf of the Company or a Manager, or while such Covered Person is or was serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest

extent permitted by the Massachusetts Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) (collectively, "Claims") actually incurred by such Person in connection with such Proceeding, and indemnification under this Article X shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article X shall be deemed contract rights, and no amendment, modification or repeal of this Article X shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article X could involve indemnification for negligence or under theories of strict liability.

10.3 Advance Payment. Reasonable expenses incurred by the Founders, and any other Person entitled to be indemnified under Section 10.2 who was, is or is threatened to be made a named defendant or respondent in a Proceeding (other than a Proceeding brought by the Company against such Person) shall be paid by the Company in advance of the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

10.4 Appearance as a Witness. Notwithstanding any other provision of this Article X, the Company shall pay or reimburse reasonable out-of-pocket expenses incurred by any Covered Person, in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

10.5 Nonexclusivity of Rights Prioritization of Indemnity Obligations.

(a) The right to indemnification and advancement and payment of expenses conferred in this Article X shall not be exclusive of any other right which a Covered Person indemnified pursuant to Section 10.2 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, agreement or vote of Unit Holders or otherwise.

(b) Notwithstanding anything to the contrary in this Agreement, the Company and the Members hereby acknowledge that a Covered Person may have rights to indemnification, advancement of expenses or insurance pursuant to charter documents or agreements with the employer of such Covered Person, a Member or an Affiliate of the Covered Person or Member (collectively, the "Last Resort Indemnitors"). On the other hand, a Covered Person may also have rights to indemnification, advancement of expenses or insurance provided by a Subsidiary of the Company or pursuant to agreements with third parties in which the Company or any Subsidiary of the foregoing has an interest (collectively, the "First Resort Indemnitors"). Notwithstanding anything to the contrary in this Agreement, as to each Covered Person's rights to indemnification and advancement of expenses pursuant to this Article X, the Company and the Members hereby agree that:

(i) the First Resort Indemnitors, if any, are the indemnitors of first resort (that is, their indemnity obligations to such Covered Person are primary and any obligation of the Company to advance expenses or to provide indemnification for the Claims incurred by such Covered Person are secondary), and the First Resort Indemnitors shall be obligated to indemnify such Covered Person for the full amount of all Claims and expenses covered by this Article X, to the full extent of their indemnity obligations to the Covered Person and to the extent of the First Resort Indemnitors' assets legally available to satisfy such obligations, without regard to any rights the Covered Person may have against the Company or the Last Resort Indemnitors;

(ii) the Company is the indemnitor of second resort (that is, its indemnity and advancement of expense obligations to such Covered Person are secondary to the obligations of any First Resort Indemnitors, but precede any indemnity and advancement of expense obligations of any Last Resort Indemnitors), and the Company shall be liable for the full amount of all remaining Claims and expenses covered by this Article X after the application of Section 10.5(b)(i), to the full extent of its obligations under the other subsections of this Article X and to the extent of the Company's assets legally available to satisfy such obligations, without regard to any rights such Covered Person may have against the Last Resort Indemnitors; and

(iii) the Last Resort Indemnitors, if any, are the indemnitors of last resort and shall be obligated to indemnify such Covered Person for any remaining Claims and expenses covered by this Article X only after the application of Sections 10.5(b)(i) and 10.5(b)(ii).

(c) The Company and the Members further agree that no advancement or payment by any Last Resort Indemnitors on behalf of a Covered Person with respect to any Claim or expense covered by the other sections of this Article X shall affect the foregoing and such Last Resort Indemnitors shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Covered Person against the Company. The Last Resort Indemnitors, if any, are express third party beneficiaries of the terms of this Section 10.5.

10.6 Insurance. The Company may purchase and maintain insurance at its expense, to protect itself and any Person who is or was serving as a Manager or an Officer or otherwise acting on behalf of the Company or a Manager or is or was serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article X.

10.7 Savings Clause. If this Article X or any portion hereof is invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless the Covered Persons indemnified pursuant to this Article X as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI

MISCELLANEOUS OTHER PROVISIONS

11.1 Remedies. Each of the parties hereto acknowledges and agrees that no remedy at law would be adequate in the event of any breach of this Agreement. Accordingly, if any dispute arises concerning any provision of this Agreement or the obligations of the parties hereunder, each party hereto agrees that, in addition to any other remedy to which they may be entitled at law or in equity, the other parties hereto shall be entitled to a decree of specific performance to enforce this Agreement (without bond or other security being required unless the party seeking such remedy fails to demonstrate to an appropriate court having jurisdiction that such party has a likelihood of success on the merits), and each party hereto waives the defense in any action or proceeding brought to enforce this Agreement that there exists an adequate remedy at law. Such remedies shall be cumulative and non-exclusive and shall be in addition to any other rights and remedies the parties may have under this Agreement or otherwise.

11.2 Entire Agreement; Amendment.

(a) This Agreement and the Certificate of Organization constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Agreement and the Certificate of Organization replace and supersede all prior written agreements and oral statements by and among the Members or any of them, and no representation, statement, condition or warranty not contained in this Agreement or the Certificate of Organization will be binding on the Members or have any force or effect whatsoever.

(b) The Schedule of Members' Interests may be updated in writing by the Company to reflect changes in the composition of the Members and changes in their addresses or facsimile numbers that may occur from time to time as a result of transfers consummated in accordance with this Agreement or any new issuance by the Company of Units in accordance with this Agreement; provided, however, that no new issuance of Units shall be effective unless and until the Person receiving such securities executes and delivers to the Company an executed Joinder Agreement in accordance with Section 3.10 and such issuance complies with the terms of this Agreement (including any preemptive rights). Updates to the Schedule of Members' Interests reflecting the issuance or transfer of Units shall become effective when any required consent to such transaction is obtained and the updated Schedule of Members' Interests, and a copy of this Agreement as executed by any new transferee in accordance with Section 3.10, are filed with the Company. Any amendment or revision to the Schedule of Members' Interests made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference to the Schedule of Members' Interests in this Agreement shall be deemed to be a reference to the Schedule of Members' Interests as updated and in effect from time to time.

(c) Any other amendment or waiver to this Agreement shall be in writing and shall require the written consent of both the Manager and the holders of a majority of the Units. No amendment or waiver will be valid as to any Member to the extent such amendment or waiver increases such Member's required Capital Contribution or modifies the limited liability of such Member.

(d) Notwithstanding the foregoing provisions of this Section 11.2, this Agreement may be terminated at any time by the Manager upon or following the occurrence of a transaction contemplated by Section 8.2 (Pre-Public Offering Transaction) if the termination of this Agreement is contemplated in connection with such transaction.

11.3 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11.4 Notices. All notices, consents and other communications required or contemplated under this Agreement shall be in writing and shall be delivered in the manner specified herein or, in the absence of such specification, shall be deemed to have been duly given (i) when delivered by hand, (ii) when sent via email or facsimile (if confirmed or if also delivered via another method provided for herein), or (iii) one day after sending by overnight delivery service, to the respective addresses or facsimile numbers of the parties set forth below:

(a) For notices and communications to the Company:

22 Wyman Street
Lynn, MA 01905
Attention: Jason Berroa
Email: jason@tastebudzdelivery.com

(b) For notices and communications to the Members, to the respective addresses or email addresses set forth on the Schedule of Members' Interests.

By notice complying with the foregoing provisions of this Section 11.4, each party shall have the right to change the mailing address or facsimile numbers for future notices and communications to such party.

11.5 Binding Effect Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, heirs and administrators; provided that the rights under this Agreement may not be assigned except as expressly provided herein. No such assignment shall relieve an assignor of its obligations hereunder.

11.6 Recapitalizations, Exchanges, etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Units, to any and all equity interests in the Company or any successor or assign of the Company (whether by conversion, merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in

substitution of Preferred Units, Common Units or Incentive Units by reason of a distribution, unit split, unit issuance, reverse unit split, combination, recapitalization, reclassification, conversion, merger, consolidation or otherwise. Upon the occurrence of any such events, amounts hereunder shall be appropriately adjusted. Any successor or assign of the Company (whether by conversion, merger, consolidation, sale of assets or otherwise) shall specifically agree to be bound by the terms hereof as a condition of such succession or assignment.

11.7 Action Necessary to Effectuate the Agreement. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

11.8 Title to Property. Legal title to all property of the Company will, unless otherwise consented to by all Members, be held and conveyed in the name of the Company.

11.9 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.10 Reliance on Authority of Persons Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

11.11 No Waiver. No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.12 Counterparts. This Agreement may be executed in two or more counterparts (including Joinder Agreements as counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any counterpart or other signature hereupon delivered by facsimile or other electronic transmission shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party. The failure of any Member to execute this Agreement does not make it invalid as against any other Member.

11.13 Headings, etc. All headings and captions in this Agreement are for purposes of references only and shall not be construed to limit or affect the substance of this Agreement. Words used in this Agreement, regardless of the gender and number used, will be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Agreement, the word "including" is not limiting, and the word "or" is not exclusive. The words "this Agreement," "hereto," "herein," "hereunder," "hereof," and words or phrases of similar import refer to this Agreement as a whole,

together with any and all Schedules and Exhibits hereto, and not to any particular article, section, subsection, paragraph, clause or other portion of this Agreement.

11.14 Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the state or federal courts of Suffolk County, Massachusetts, and each of the parties hereby consents to the jurisdiction and venue of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.15 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 12.16 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

11.16 Power of Attorney.

(a) Each Member hereby constitutes and appoints any Officer, with full power of substitution, as his, her or its true and lawful agent and attorney in fact, with full power and authority in his, her or its name, place and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices: (i) this Agreement, all certificates, and other instruments and all amendments (in the manner set forth herein) thereof, in accordance with the terms hereof which the Manager reasonably deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the Commonwealth of Massachusetts and in all other jurisdictions in which the Company may conduct business or own property; (ii) all instruments which the Manager reasonably deems appropriate or necessary to reflect any amendment, change, modification, or restatement of this Agreement in accordance with its terms; and (iii) all conveyances and other instruments or documents which the Manager reasonably deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency, or termination of any Member and the Transfer of all or any portion of his, her or its Units and shall extend to such Member's heirs, successors, assigns, and personal representatives.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Fifth Amended and Restated Limited Liability Company Agreement as of the date first written above.

MEMBERS:

Jason Berroa 

MANAGERS

Jason Berroa 

TASTEBUDZ DELIVERY LLC

SCHEDULE OF MEMBERS' INTERESTS

As of October 3rd, 2019

<u>Name</u>	<u>Postal and Email Addresses</u>	<u>Units</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Jason Berroa	22 Wyman St. Lynn Ma. 01905	100	25,000	100%

EXHIBIT A

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement of Tastebudz Delivery LLC, a Massachusetts limited liability company, dated as of October 3rd, 2019 (the "LLC Agreement"), among the Members named therein.

By executing and delivering this Joinder Agreement to the LLC Agreement, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the LLC Agreement in the same manner as if the undersigned were an original signatory to such agreement as a Member. In connection therewith, effective as of the date hereof the undersigned hereby makes the representations and warranties contained in the LLC Agreement.

The undersigned acknowledges and agrees that as of the date of this Joinder Agreement, the applicable portion of the Schedule of Members' Interests will be updated to read as follows:

<u>Name</u>	<u>Postal and Email Addresses</u>	<u>Units</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Jason Berroa	22 Wyman St. Lynn Ma. 01905	100	25,000	100%

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the 3rd day of October, 2019.



Signature of Member

Jason Berroa

Print Name of Member

OPERATING AGREEMENT OF TASTEBUDZ DELIVERY LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT is entered into as of October 3rd, 2019, by and among the Members (as defined below) and Tastebudz Delivery LLC (the "Company"), a Massachusetts limited liability company. Capitalized terms used herein shall have the meanings set forth in Article II or elsewhere in this Agreement.

W I T N E S S E T H:

WHEREAS, the Members desire to enter into this Agreement to set forth the terms and conditions of the ownership, management and operation of the Company;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

FORMATION; PURPOSE

1.1 Formation of Limited Liability Company.

(a) The Company was formed as a Massachusetts limited liability company under the laws of the Commonwealth of Massachusetts by filing a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (as amended, the "Certificate of Organization") pursuant to the Massachusetts Act on October 3rd, 2019. Subject to the Massachusetts Act, the Company's business shall be conducted under the name Tastebudz Delivery LLC until such time as the Manager designates otherwise and files amendments to the Certificate of Organization in accordance with applicable law.

(b) This Agreement is subject to, and governed by, the Massachusetts Act and the Certificate of Organization. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Massachusetts Act or the provisions of the Certificate of Organization, such provisions of the Massachusetts Act or the Certificate of Organization, as the case may be, will be controlling to the extent required thereby. To the extent any provision of this Agreement is prohibited or ineffective under the Massachusetts Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Massachusetts Act. If the Massachusetts Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid thereafter valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.2 Purpose. The Company is formed for the purpose of conducting any lawful act or activity for which limited liability companies may be organized under the Massachusetts Act. The Company may exercise all powers reasonable and necessary to pursue its purposes.

Operating Agreement of Tastebudz Delivery LLC

1.3 Term. The term of the Company shall continue until the Company is dissolved in accordance with the provisions of this Agreement, subject to the requirements of the Massachusetts Act.

1.4 Principal Place of Business. The principal place of business of the Company shall be at 1103 Western Avenue, Lynn, MA 0105. At any time, the Company may change the location of its principal place of business, without requiring any amendment hereto.

1.5 Resident Agent. The name and address of the Resident Agent is _____.
The Resident Agent may be changed at the discretion of the Manager.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

An "Affiliate" of a specified Person shall mean a Person who, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person by contract or otherwise.

"Agreement" shall mean this operating agreement, as originally executed and as may be amended from time to time, and the terms "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Assumed Tax Rate" applicable to the Members means the highest marginal United States federal and state income (including net investment income) tax rates applicable to the kinds of taxable income realized by the Members, assuming that all Members are individuals and residents of the Commonwealth of Massachusetts and taking into account the individual tax rates on long-term capital gains and qualified dividend income.

"Available Cash Flow" shall mean, with respect to any Fiscal Year or other period, the sum of all cash receipts of the Company from any and all sources, less all cash disbursements (including loan repayments, capital improvements and replacements) and a reasonable allowance for reserves, contingencies and anticipated obligations as determined by the Manager.

"Capital Account" shall mean, with respect to each Member, an account determined in accordance with the provisions of Section 3.9(a).

"Capital Contribution" shall mean the total amount of cash and the Gross Asset Value of other property contributed and agreed to be contributed to the Company by each Member, as shown in the Schedule of Members' Interests, as the same may be amended from time to time. Additional Capital Contributions may be made by a Member only with the consent of the Manager.

"Certificate of Cancellation" shall mean the Certificate of Cancellation of the Company described in Section 9.3.

"Change in Control" shall occur upon (i) the consummation of a merger or consolidation of the Company with or into another entity or any other reorganization or equity financing or sale transaction of the Company, if Persons that were not holders of the Company's voting securities immediately prior to such merger, consolidation, or other reorganization or equity financing or sale transaction (or Permitted Transferees of such holders pursuant to clause (b) of the definition of Permitted Transfer) own immediately after such merger, consolidation, or other reorganization or equity financing or sale transaction voting securities with 50% or more of the direct or indirect voting power of the outstanding securities of the continuing or surviving entity; or (ii) the sale, assignment, transfer, or other disposition of all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis in one or more transactions or series of related transactions to any Persons that were not holders of the Company's voting securities immediately prior to such sale.

"Claim" shall have the meaning set forth in Section 10.2.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Confidential Information" shall mean all information, ideas, knowhow, trade secrets, processes, computer code generated or developed, software or programs and related documentation, methods, practices, fabricated techniques, technical plans, customer lists, pricing techniques, marketing plans, financial information, and all other compilations of information which relate to the business of and are owned by the Company and its Subsidiaries, which are not known generally to others and which the Company and its Subsidiaries have taken affirmative actions to protect from public disclosure or which do not exist in the public domain, and any financial, organizational or other information concerning the Members or any of their equityholders received on a confidential basis from the Company or any other Person and their direct or indirect ownership of Units.

"Covered Person" shall mean (i) any Manager, (ii) any Member, (iii) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with any Member, (iv) any officers, directors, shareholders, managers, members, controlling Persons, partners, employees, representatives or agents of any Person described in clause (ii) or (iii) above, (v) any Officer or (vi) any Person who was, at the time of the act or omission in question, a Person described in clause (i), (ii), (iii), (iv) or (v) above.

"Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period for federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

"Fiscal Year" shall mean the Company's fiscal year as set forth in Section 5.1.

"Founders" shall mean Jason Berroa.

"Gross Asset Value" shall mean, with respect to any asset of the Company, the Company's adjusted basis for federal income tax purposes; provided, however, that (a) the Gross Asset Value of any asset (other than cash) contributed by a Member to the Company as a Capital Contribution or distributed to a Member by the Company shall be the gross fair market value of such asset (computed without taking into account Code Section 7701(g)) as reasonably determined by the Manager as of the date of the contribution or distribution, as the case may be; (b) the Gross Asset Value of all assets of the Company shall be adjusted to equal their respective gross fair market values (taking into account Code Section 7701(g)), as reasonably determined by the Manager, (i) on the liquidation of the Company for federal income tax purposes (including a deemed liquidation) pursuant to Code Section 708(b)(1)(B)), (ii) as of the date of the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution to the Company, (iii) in connection with the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company, (iv) upon the distribution by the Company to any Member of more than a de minimis amount of property or money or (v) at such other times as determined by the Manager in its reasonable discretion. At all times, the Gross Asset Value of an asset shall be adjusted by Depreciation with respect to such asset taken into account for purposes of computing Net Profits and Net Losses.

"Joinder Agreement" shall mean a joinder agreement substantially in the form of Exhibit A attached hereto which is entered into pursuant to Section 3.10.

"Manager" shall mean Jason Berroa.

"Massachusetts Act" shall mean the Chapter 156C of the Massachusetts General Laws, as the same may be amended from time to time.

"Member" shall mean any Unit Holder as shown in the Schedule of Members' Interests and any other person that acquires Units in accordance with the terms of this Agreement and has executed a Joinder Agreement.

"Net Profits" and "Net Losses" shall mean, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses shall be added to such taxable income or loss; (b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from such taxable income or loss; (c) in lieu of depreciation, amortization or other cost recovery deductions for federal income tax purposes, there shall be taken into account Depreciation in computing such taxable income or loss; and (d) gain or loss resulting from the disposition of property shall be computed by reference to the Gross Asset

Value of the property, notwithstanding that the adjusted tax basis of the property for federal income tax purposes differs from its Gross Asset Value.

"Officer" or "Officers" shall mean the officers of the Company designated by the Manager in accordance with Section 4.7.

"Permitted Transfer" shall mean:

(a) a Transfer by any Member to one or more of its Affiliates; provided that (i) the Member making such Transfer shall notify the Company of such Transfer at least five (5) days prior to making the Transfer (such notice to contain a representation by the Member to the Company that the proposed transferee is an Affiliate of the Member), and (ii) the Member making such Transfer shall retain voting control over the Units proposed to be Transferred;

(b) a Transfer of Units between any Member who is a natural person and such holder's spouse, children, parents or siblings or to a trust, limited partnership or limited liability company for the sole benefit of one or more of the foregoing; provided that (i) the Member making such Transfer shall notify the Company and (ii) with respect to any such transfer, the transferor retains as trustee, partner or member or by some other means the sole authority to vote or cause the voting of such Units;

(c) a Transfer by a Manager to an Affiliate;

(d) a Transfer approved by a Manager as a Permitted Transfer, in advance of such Transfer; and

(e) a Transfer of Units to the Company.

No Permitted Transfer shall be effective unless and until the transferee of the Units so transferred executes and delivers to the Company a Joinder Agreement.

"Permitted Transferee" shall mean any person or entity who acquires Units pursuant to a Permitted Transfer.

"Person" shall mean an individual, corporation, partnership, limited liability company, trust, unincorporated association, government or any agency or political subdivision thereof, or any other entity.

A "Public Offering" shall mean the completion of a sale of Units or Successor Stock pursuant to a registration statement which has become effective under the Securities Act, excluding registration statements on Form S-4, S-8 or similar limited purpose forms, occurring after the date of this Agreement.

"Registrable Securities" shall mean, as of any date, all Subject Securities held by any Member on such date; provided that as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (a) a registration statement (other than a registration statement on Form S-8) with respect to the sale of such securities shall have become effective

under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (b) a registration statement on Form S-8 with respect to such securities shall have become effective under the Securities Act, (c) such securities shall have been sold under a Rule 144 Transaction, or (d) such securities have ceased to be outstanding; provided, further, that Registrable Securities shall not include any Subject Securities which are subject to forfeiture in accordance with restricted Unit or stock agreements.

"Rule 144 Transaction" shall mean a transfer of Units (A) complying with Rule 144 under the Securities Act as such Rule or a successor thereto is in effect on the date of such transfer (but not including a sale other than pursuant to a "brokers' transaction" as defined in clauses (i) and (ii) of paragraph (g), of Rule 144 as in effect on the date hereof) and (B) occurring at a time when Units are registered pursuant to Section 12 of the Exchange Act.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect from time to time.

"Subject Securities" shall mean all Units, Successor Stock and Successor Stock Equivalents now or hereafter held by any Member. Solely for the purposes of Section 8.4 and 8.5, Subject Securities shall mean all Units, Successor Stock and all options, convertible securities, warrants and other securities convertible, exchangeable into or redeemable for Units or Successor Stock, whether or not vested and/or exercisable, now or hereafter held by any Member.

"Subsidiary" with respect to any Person (the "Parent") shall mean any Person of which such Parent, at the time in respect of which such term is used, (a) owns directly or indirectly more than 50% of the equity or beneficial interest, on a consolidated basis, or (b) owns directly or controls with power to vote, indirectly through one or more Subsidiaries, shares of capital stock or beneficial interest having the power to cast at least a majority of the votes entitled to be cast for the election of directors, trustees, managers or other officials having powers analogous to those of directors of a corporation. Unless otherwise specifically indicated, when used herein, the term Subsidiary shall refer to a direct or indirect Subsidiary of the Company.

"Successor Stock" shall mean the stock of a Successor Corporation.

"Successor Corporation" shall mean (a) a corporation which is the Company's corporate successor in interest by way of exchange or substitution of securities of the Company for Successor Stock or any conversion, merger, consolidation, recapitalization, reorganization or other business combination or any similar transaction or (b) a wholly-owned Subsidiary of the Company in the event of the distribution of the common stock of such Subsidiary to the Members upon a liquidation of the Company.

"Tax Capital Account" shall mean, with respect to each Member, an account determined in accordance with the provisions of Section 3.9.

"Tax Distributions" shall have the meaning set forth in Section 6.2.

"Third Party" shall mean any Person other than the Company.

"Transfer" shall mean to, directly or indirectly, transfer, sell, assign, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value, any Units.

"Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time.

"Unit Holder" shall mean a Member or other Person who owns or holds Units.

"Units" shall mean all Units of the Company, each of which shall, subject to any limitations set forth in this Agreement, have the rights, powers and preferences set forth herein, held at any time during the term of this Agreement by any Member, and shall also include any equity security issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization.

ARTICLE III

MEMBERS; UNITS

3.1 Schedule of Members' Interests. The names and mailing addresses of the Members, their Capital Contributions to the Company, if any, the number of Units which they own, and their percentage ownership interests is set forth on a Schedule of Members' Interests, attached hereto. The Schedule of Members' Interests shall be strictly confidential and only the Manager shall have the right to review such information; provided, however, that any Member shall have the right to review information regarding such Member's own address, Capital Contributions and number of Units held.

3.2 Form of Contributions. The Capital Contributions shall consist of such assets as the parties have agreed. No Member shall be required to make any Capital Contributions to the Company other than those to which the Member has specifically agreed.

3.3 Member Loans. Loans by any Member to the Company shall not be considered additional contributions to the capital of the Company unless otherwise determined by the Manager.

3.4 Units.

(a) Subject to the terms of this Agreement, the Company is authorized to issue equity interests in the Company designated as "Units", which shall (i) have such rights and preferences as set forth in this Agreement, and (ii) constitute limited liability company interests under the Massachusetts Act. Fractions of a Unit may be issued.

(b) Each Member shall have the right to one vote for each Unit held by such Member as to all matters submitted to a vote of the Members.

3.5 Certificates for Units. At the discretion of the Manager, Units in the Company may be represented by a certificate. The exact contents of a certificate shall be determined by the

Manager in its absolute discretion. The certificate shall include a reference to the restrictions on transfer provided by this Agreement

3.6 Capital Contributions.

(a) The Capital Contribution, if any, of each Member shall be as set forth in the Company's books and records. No interest shall be paid on any Capital Contribution.

(b) No Member shall have the right to withdraw the Member's Capital Contribution or to demand and receive property of the Company or any distribution in return for the Member's Capital Contribution, except as may be specifically provided in this Agreement or required by law (excluding any law which grants such a right in the absence of a negating provision in this Agreement). No Member shall receive out of the Company property any part of the Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them, unless the return of the Capital Contribution may be rightfully demanded as provided in this Agreement or the Massachusetts Act.

3.7 Limitation on Liability. Except as otherwise required by applicable law and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors the Company or to any other Third Party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

3.8 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

3.9 Capital Accounts and Tax Capital Accounts.

(a) The Company shall maintain for each Member a separate Capital Account in accordance with the rules of Treasury Regulations Section 1.704-1(b). Such Capital Account shall be increased by (i) such Member's cash contributions, (ii) the initial Gross Asset Value of property contributed by such Member (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752), and (iii) all items of income and gain (including income and gain exempt from tax and all special allocations of income or gain pursuant to Article VII) allocated to such Member pursuant to this Agreement and decreased by (1) the amount of cash distributed to such Member, (2) the Gross Asset Value of all actual and deemed distributions of property made to such Member pursuant to this Agreement (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to under Code Section 752), and (3) all items of deduction and loss allocated to such Member pursuant to this Agreement, including all special allocations of deduction or loss pursuant to Article VII.

(b) If any Member transfers any Unit to any Person other than the Company in accordance with the applicable provisions of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Unit.

(c) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts and Tax Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations and any amendment or successor provision thereto.

3.10 Additional Units: Joinder. Subject to the terms of this Agreement, the Company is authorized to raise additional capital by offering and selling, or causing to be offered and sold, additional Units to any Person (including an existing Member). Any Person acquiring any Units (except for any acquisition thereof (i) in an offering registered under the Securities Act or (ii) in a Rule 144 Transaction) shall, on or before the transfer or issuance to it of such Units, sign and deliver to the Company the Joinder Agreement attached hereto and shall thereby become a party to this Agreement.

3.11 Securities Laws Compliance. Each Member agrees and acknowledges that to the extent such Member is permitted pursuant to this Agreement to Transfer Units, such Member will not Transfer any Units unless (i) the Transfer is pursuant to an effective registration statement under the Securities Act, or the rules and regulations in effect thereunder or (ii) counsel for such Member (which counsel shall be reasonably acceptable to the Company) shall have furnished the Company with an opinion, satisfactory in form and substance to the Company, in its reasonable discretion, that no such registration is required because of the availability of an exemption from registration under the Securities Act and any state securities or blue sky laws applicable to the Company or the Units proposed to be Transferred.

ARTICLE IV

MANAGEMENT AND CONTROL OF BUSINESS

4.1 General.

(a) The business and affairs of the Company shall be managed by the Manager in accordance with the provisions of this Article IV. The exercise by any Manager or Member of any of their respective rights, elections, powers or privileges under this Agreement shall not be deemed to constitute a lack of good faith, a breach of any fiduciary duty or unfair dealing. To the extent that any Manager or Member has duties (including fiduciary duties) under the Massachusetts Act or any other law to the Company, the Members, the Managers or any other Person bound by this Agreement, the provisions of this Agreement are intended to replace such duties to the maximum extent permitted by law.

(b) Without limiting the generality of Section 4.1(a), the Manager shall have full power and authority to authorize the Company:

- (i) to acquire property from any Person for consideration;
- (ii) to borrow money for the Company from banks, other lending institutions, any of the Members, or Affiliates of any of the Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(iii) to purchase liability and other insurance to protect the Company's property and business;

(iv) to hold and own any real and/or personal properties in the name of the Company;

(v) to invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or similar type investments;

(vi) to execute on behalf of the Company all instruments and documents, including checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements and any other instruments or documents necessary or desirable, in the opinion of the Manager, to the business of the Company;

(vii) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company, and to define their duties and authority, which may include authority granted to the Members under the Massachusetts Act, and to compensate them from the Company funds;

(viii) to retain and compensate employees and agents generally, and to define their duties and authority, which may include authority granted to the Members under the Massachusetts Act;

(ix) to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose; and

(x) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

4.2 Number of Managers. The number of Managers of the Company shall initially be fixed at one. The Manager may adjust the number of Managers in the Manager's sole discretion.

4.3 Appointment and Replacement of Managers. The Managers of the Company shall be appointed and may be removed as follows: A Founder may appoint and replace the Manager as the Founder determines from time to time so long as the Founders, the Founder's Affiliates or the Founder's Permitted Transferees beneficially own any Units. The Founders hereby appoints Jason Berroa and Nicholas Diamantides as the Managers. No Member other than the Founder or the Founder's Permitted Transferees shall have the right to remove or replace the Founder Managers.

4.4 Resignations. Any Person may resign as a Manager by delivery of written notice to the Company. The Members shall have no right to remove any Manager, except as expressly provided herein or as required under the Act.

4.5 Remuneration of the Manager. The Company shall reimburse each Manager for his or her reasonable travel and other expenses incurred in connection with attending meetings of the Manager or committees thereof. Except as otherwise agreed in writing with a Manager, no Manager shall be entitled to any remuneration solely by reason of his or her service in such capacity to the Company (but nothing herein shall preclude any Manager from serving the Company or any of its Subsidiaries in any other capacity and receiving reasonable compensation therefor).

4.6 Insurance. The Manager may elect to cause the Company to maintain in effect at all times a "directors and officers" liability insurance policy covering at least the Managers of the Company, with coverage on customary terms and at customary levels for businesses similarly situated as the Company and its Subsidiaries.

4.7 Officers. The Manager may (but need not), from time to time, designate and appoint one or more persons as an Officer of the Company. No Officer need be a resident of the Commonwealth of Massachusetts or a Member. Any Officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular Officers. If commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such Officer by the Manager. Each Officer shall hold office until such Officer's successor shall be duly designated and shall qualify or until such Officer's death or until such Officer shall resign or shall have been removed. Any number of offices may be held by the same individual. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Manager. Any Officer may be removed as such, either with or without cause, at any time by the Manager in its discretion. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Manager and shall remain vacant until filled by the Manager. No Officer shall be deemed a "manager" under the Massachusetts Act.

4.8 No Fiduciary Duties. To the fullest extent permitted by applicable law, any Member or Manager shall be subject to the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by applicable law, no Member (other than a Member who is also an Officer (or equivalent) of the Company or any of its Subsidiaries, and to the extent acting in such capacity) or Manager shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Company, any Member, Manager or any other person or entity bound by this Agreement for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Member in its capacity as a Member or Manager except that (a) a Member or Manager shall be liable for any act or omission that constitutes fraud or a bad faith violation of the implied contractual covenant of good faith and fair dealing and (b) a Member shall be liable for any breach by such Member of the express covenants and express obligations set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Member or Manager otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Member or Manager. A Member or Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or

statements presented to the Company by any Person as to matters which such Member or Manager reasonably believes are within such Person's professional or expert competence.

ARTICLE V

ACCOUNTING AND RECORDS

5.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, at the expense of the Company in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all the Company transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain and preserve, during the term of the Company, and for five years thereafter, all such books and records. The Fiscal Year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

5.2 Access to Accounting Records. All books and records of the Company shall be maintained at any office of the Company or at the Company's principal place of business and each Manager shall have access to them at such office of the Company and the right to inspect and copy them at reasonable times. Each Member shall only have such access to the books and records of the Company solely to the extent required pursuant to the Massachusetts Act or other applicable law.

5.3 Tax Returns. The Company shall deliver to each Member within 90 days after the end of each Fiscal Year all information necessary for the preparation of such Member's federal income tax return. The Manager shall cause the Company's accountants to prepare all income and other tax returns of the Company to be filed not later than the date when such filings are required by law. Each of the Members shall, in its respective income tax return and other statements filed with the Internal Revenue Service or other taxing authority, report taxable income in accordance with the provisions of this Agreement.

5.4 Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager.

5.5 Section 754 Election. In connection with any assignment or transfer of a Unit described in Code Sections 734(b) and 743(b) which is permitted by the terms of this Agreement, the Manager shall in its reasonable discretion cause the Company, at the written request of the transferor, the transferee or the successor to such Unit, on behalf of the Company and at the time and in the manner provided in Treasury Regulations Section 1.754-(b) (or any like statute or regulation then in effect) to make an election to adjust the basis of the Company's property in the manner provided in Code Section 755, and such transferee shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

5.6 Tax Matters Partnership Representative. The Founders or the Founders' delegate shall be the Partnership Representative as set forth in the Code, and shall exercise all rights, obligations and duties of a partnership representative under the Code. The Founders, or the Founder's delegate, as partnership representative shall have the right to cause the Company to

make any elections under the audit procedures for partnerships under applicable provisions of the Code and any regulations promulgated thereunder, and may make appropriate adjustments to the allocation and accounting provisions of this Agreement as necessary to comply with and equitably apply those provisions.

5.7 Other Records. The Company shall maintain records at the principal office of the Company or such other place as the Manager may determine which shall include the following:

(a) a current list of the full name and last known business, residence or mailing address of each Member;

(b) a copy of the Certificate of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the four most recent years; and

(d) copies of the currently effective written Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent Fiscal Years.

ARTICLE VI

DISTRIBUTIONS

6.1 Distributions Generally. Distributions in respect of a Unit in the Company shall be made in accordance with this Article VI only to the Members who, according to the books and records of the Company, are the holders of record of the Units in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Member shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Member has knowledge or notice of any transfer or purported transfer of ownership of Units in the Company which is not permitted under this Agreement. Subject to the Massachusetts Act, distributions shall be made to the Members at such times and in such amounts as determined by the Company. The amount of any non-cash distribution shall be determined by reference to the fair market value of the assets being distributed, as determined by the Manager.

6.2 Tax Distributions. To the extent there is Available Cash Flow for any Fiscal Year or other period, the Manager shall cause the Company to distribute to each Member with respect to such Fiscal Year or other period of the Company, an amount of cash, which in the good faith judgment of the Manager, equals the product of (A) the Assumed Tax Rate and (B) the amount of taxable income (as computed for federal income tax purposes) allocable to such Member in respect of such Fiscal Year or other period (net of taxable losses allocated to such Member in respect of all prior Fiscal Years or other periods and not previously taken into account under this clause) ("Tax Distributions"), such Tax Distribution to be made no later than ninety (90) days after the last day of such Fiscal Year or other period. If the total amount available for distribution to the

Operating Agreement of Tastebudz Delivery LLC

Members under this Section 6.2 with respect to a Fiscal Year or other period is less than the distributions that would be required by the foregoing provision, the amount to be distributed to each Member pursuant to this Section 6.2 shall be reduced proportionally. Tax Distributions shall be made prior to distributions made pursuant to Sections 6.3 and shall be treated as advances against the applicable Member's entitlement to distributions pursuant to Section 6.3.

6.3 Discretionary Distributions. The Company may make distributions to the Unit Holders at such times and in such amounts as the Manager determines in its discretion. Any such distributions will be made to all the Members, in proportion to their respective number of Units on the distribution date.

ARTICLE VII

ALLOCATIONS

7.1 Allocation of Net Profits and Net Losses. Except as provided in Section 7.2 below, all Net Profits and Net Losses shall be allocated to the Members in such a manner as will cause the Capital Account balances of the Members to be equal to the amounts the Members would be entitled to receive if the Company sold all of its properties for cash equal to their Gross Asset Values, satisfied all of its liabilities, and distributed the remaining proceeds in accordance with the provisions of this Agreement.

7.2 Special Allocations. Special allocations shall be made as the Manager considers necessary to comply with the requirements of Code section 704 and the Regulations thereunder, including, the qualified income offset and minimum gain chargeback provisions therein.

7.3 Tax Allocations.

(a) Except as provided in paragraphs (b) and (c) below, items of Company income, gain, loss, deduction and credit shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gain, losses, deductions, and credits among the Members under Sections 7.1 and 7.2.

(b) Taxable loss and taxable income shall be allocated to all Members based on the ratio of the Units of such Member over the sum of all Units.

(c) Items of taxable income, gain, loss and deduction with respect to property of the Company that has a Gross Asset Value different from its adjusted basis for federal income tax purposes will be shared among the Members so as to take account of such difference in accordance with the principles of Section 704(c) of the Code and the Regulations thereunder. The Manager may select any reasonable method or methods for making such allocations including any method described in Regulations Sections 1.704-3(b), (c), or (d). In the event the Gross Asset Value of any Company property is adjusted pursuant to clause (ii) of the definition thereof, subsequent allocations of income, gain, loss, and deduction with respect to such property shall take account of any variation between such property's adjusted basis for federal income tax purposes and such Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

7.4 Withholding. If the Manager, in its reasonable judgment, determines that the Code requires the Company to withhold any tax with respect to a Member's distributive share of income, gain, loss, deduction or credit or any distributions, the Manager shall cause the Company to withhold and pay the tax. If at any time the amount required to be withheld exceeds the amount that would otherwise be distributed to the Member to whom the withholding requirement applies, any such excess shall be deemed to be an interest free advance to the Members receiving such excess distributions, payable to the Company from subsequent distributions as made. Any amount withheld with respect to a Member shall be treated as though it had been distributed to that Member for all purposes of this Agreement.

ARTICLE VIII

MEMBER COVENANTS

8.1 Restrictions on Transfers. No Member may Transfer all or any part of the Units owned by such Member to anyone, except in connection with (i) a Permitted Transfer, (ii) a Transfer pursuant to Section 8.2 hereof, or (v) a Transfer pursuant to or made after a Public Offering.

8.2 Confidentiality.

(a) No Member shall disclose or use in any manner inconsistent with such Member's rights and obligations under this Agreement, in whole or in part, any Confidential Information; provided, however, that the foregoing shall not be construed to apply to any information which is independently developed by such Member (without reference to the Confidential Information), information obtained from sources other than the Company, or any of its employees, directors, Subsidiaries or Affiliates or any of their respective agents or representatives (including attorneys, accountants, financial advisors, engineers and insurance brokers) or information that is or comes into the public domain (other than as a result of breach of this Agreement by a Member (or its representatives)), nor shall it be construed to prevent such Member from (i) making any disclosure of any information (A) if required to do so by any statute, law, treaty, rule, regulation, order, decree, writ, injunction or determination of any court or other governmental authority, in each case applicable to or binding upon such Member, (B) to any governmental authority having or claiming authority to regulate or oversee any aspect of such Member's business or that of the parent entity or Affiliates of such Member in connection with the exercise of such authority or claimed authority, or (C) pursuant to subpoena; or (ii) making, on a confidential basis, such disclosures as such Member deems necessary or appropriate to such Members legal counsel, accountants (including outside auditors) or general or managing partner; (iii) making such disclosures as such Member reasonably deem necessary or appropriate to any transferee and/or counsel to or other representatives of such bank or financial institution or other entity, to which such Member in good faith desires to transfer all or a portion of its interest in any Units; provided, however, that such transferee or counsel to or representative thereof, agree in writing to maintain the confidentiality of such disclosures on the terms stated herein; or (iv) making, on a confidential basis, disclosures of such information to current Members.

(b) Notwithstanding anything herein to the contrary, the parties to this Agreement agree that each may disclose to any and all persons, without limitation of any kind, the

tax treatment and tax structure of the transaction(s) governed hereby and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (i) any portion of any materials to the extent not related to the tax treatment or tax structure of such transaction(s), (ii) the identities of participants or potential participants in the transaction(s)/venture, (iii) the existence or status of any negotiations, (iv) any pricing or financial information (except to the extent such pricing or financial information is related to the tax treatment or tax structure of the transactions(s)/venture), or (v) any other term or detail not relevant to the tax treatment or the tax structure of the transaction(s)/venture.

(c) This Section 8.3 shall survive the termination of this Agreement.

8.3 Non-Competition and Non-Solicitation. Each Member and Manager, while serving as a Member and/or Manager, hereby agrees that during the term of such service and for a period of one (1) year after such person is no longer a Member or Manager, the Member and/or Manager will not, directly or indirectly:

(a) Own any interest in, operate, provide services to, conduct or otherwise engage in, lend to, make a gift in support of, or otherwise assist any other person to engage in, any Competing Business. For purposes of this Agreement, "Competing Business" means any business or activity that (i) involves or facilitates the provision of products in the Cannabinol/CBD industry or (ii) may be competitive with a business or activity that the Company intends or has explored entering into or providing in the future. Notwithstanding the foregoing, a passive investment of less than 2% of a class of securities traded on a national securities exchange shall not be deemed to be engaged in a Competing Business;

(b) Either alone or in association with others (i) solicit, recruit, induce, attempt to induce, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, recruit, induce, or attempt to induce any employee of the Company to leave the employ of the Company, or (ii) solicit, recruit, induce, attempt to induce for employment or hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, recruit, induce, attempt to induce for employment or hire or engage as an independent contractor, any person who was employed by the Company or who was employed by the Company at any time during the term of the Member's or Manager's service with the Company; or

(c) Either alone or in association with others, solicit, divert or take away, or attempt to solicit, divert or take away, or permit any organization directly or indirectly controlled by the Member or Manager to solicit, divert or take away, or attempt to solicit, divert or take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company, which were contacted, solicited or served by the Company at any time during the term of the Member's or Manager's service with the Company.

(d) This section 8.4 shall survive the termination of this Agreement.

ARTICLE IX

TERMINATION

9.1 Termination of the Company.

(a) The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of the following:

(i) the entry of a decree of judicial dissolution under the Massachusetts Act;

(ii) upon the written consent of the holders of a majority of the Common Units; or

(iii) the sale of all or substantially all of the assets of the Company; provided, however, that a sale of substantially all of the assets of the Company the proceeds from which are retained or reinvested by the Company shall be exempted from the coverage of this Section 9.1.

(b) The withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates a Member's continued membership in the Company shall not result in the dissolution of the Company.

9.2 Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Manager shall (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind), (ii) discharge all liabilities of the Company (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (iii) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company, (iv) discharge any liabilities of the Company to the Members other than on account of their interests in the Company capital or profits and (v) distribute the remaining assets to the Members in accordance with Article VI. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by the Manager acting in good faith.

(b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(c) The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.3 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a "Certificate of Cancellation" shall be

executed in duplicate and verified by the Person signing the Certificate of Cancellation, which Certificate of Cancellation shall set forth the information required by the Massachusetts Act.

9.4 Filing of Certificate of Cancellation.

(a) Duplicate originals of such Certificate of Cancellation shall be delivered to the Massachusetts Secretary of State.

(b) Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Massachusetts Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

9.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE X

EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Except as set forth in Section 4.8 with respect to a Covered Person who is also an Officer (or equivalent) of the Company or any of its Subsidiaries acting in such capacity, no Covered Person shall be liable to the Company or to any Member for any loss suffered by the Company or any Member (in its capacity as a Member) unless such loss is caused by such Covered Person's gross negligence, willful misconduct, willful violation of law or material breach of this Agreement. No Covered Person shall be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, willful violation of law or material breach of this Agreement. A Covered Person may consult with counsel and accountants in respect of the affairs of the Company, and provided such Person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Person shall not be liable for any loss suffered by the Company or any Member (in its capacity as a Member) in reliance thereon.

10.2 Right to Indemnification. Subject to the limitations and conditions in this Article X, each Covered Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Manager or Officer or any other Person acting on behalf of the Company or a Manager, or while such Covered Person is or was serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest

extent permitted by the Massachusetts Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) (collectively, "Claims") actually incurred by such Person in connection with such Proceeding, and indemnification under this Article X shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article X shall be deemed contract rights, and no amendment, modification or repeal of this Article X shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article X could involve indemnification for negligence or under theories of strict liability.

10.3 Advance Payment. Reasonable expenses incurred by the Founders, and any other Person entitled to be indemnified under Section 10.2 who was, is or is threatened to be made a named defendant or respondent in a Proceeding (other than a Proceeding brought by the Company against such Person) shall be paid by the Company in advance of the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

10.4 Appearance as a Witness. Notwithstanding any other provision of this Article X, the Company shall pay or reimburse reasonable out-of-pocket expenses incurred by any Covered Person, in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

10.5 Nonexclusivity of Rights Prioritization of Indemnity Obligations.

(a) The right to indemnification and advancement and payment of expenses conferred in this Article X shall not be exclusive of any other right which a Covered Person indemnified pursuant to Section 10.2 may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, agreement or vote of Unit Holders or otherwise.

(b) Notwithstanding anything to the contrary in this Agreement, the Company and the Members hereby acknowledge that a Covered Person may have rights to indemnification, advancement of expenses or insurance pursuant to charter documents or agreements with the employer of such Covered Person, a Member or an Affiliate of the Covered Person or Member (collectively, the "Last Resort Indemnitors"). On the other hand, a Covered Person may also have rights to indemnification, advancement of expenses or insurance provided by a Subsidiary of the Company or pursuant to agreements with third parties in which the Company or any Subsidiary of the foregoing has an interest (collectively, the "First Resort Indemnitors"). Notwithstanding anything to the contrary in this Agreement, as to each Covered Person's rights to indemnification and advancement of expenses pursuant to this Article X, the Company and the Members hereby agree that:

(i) the First Resort Indemnitors, if any, are the indemnitors of first resort (that is, their indemnity obligations to such Covered Person are primary and any obligation of the Company to advance expenses or to provide indemnification for the Claims incurred by such Covered Person are secondary), and the First Resort Indemnitors shall be obligated to indemnify such Covered Person for the full amount of all Claims and expenses covered by this Article X, to the full extent of their indemnity obligations to the Covered Person and to the extent of the First Resort Indemnitors' assets legally available to satisfy such obligations, without regard to any rights the Covered Person may have against the Company or the Last Resort Indemnitors;

(ii) the Company is the indemnitor of second resort (that is, its indemnity and advancement of expense obligations to such Covered Person are secondary to the obligations of any First Resort Indemnitors, but precede any indemnity and advancement of expense obligations of any Last Resort Indemnitors), and the Company shall be liable for the full amount of all remaining Claims and expenses covered by this Article X after the application of Section 10.5(b)(i), to the full extent of its obligations under the other subsections of this Article X and to the extent of the Company's assets legally available to satisfy such obligations, without regard to any rights such Covered Person may have against the Last Resort Indemnitors; and

(iii) the Last Resort Indemnitors, if any, are the indemnitors of last resort and shall be obligated to indemnify such Covered Person for any remaining Claims and expenses covered by this Article X only after the application of Sections 10.5(b)(i) and 10.5(b)(ii).

(c) The Company and the Members further agree that no advancement or payment by any Last Resort Indemnitors on behalf of a Covered Person with respect to any Claim or expense covered by the other sections of this Article X shall affect the foregoing and such Last Resort Indemnitors shall have a right of contribution or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Covered Person against the Company. The Last Resort Indemnitors, if any, are express third party beneficiaries of the terms of this Section 10.5.

10.6 Insurance. The Company may purchase and maintain insurance at its expense, to protect itself and any Person who is or was serving as a Manager or an Officer or otherwise acting on behalf of the Company or a Manager or is or was serving at the request of the Company as a manager, director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article X.

10.7 Savings Clause. If this Article X or any portion hereof is invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless the Covered Persons indemnified pursuant to this Article X as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI

MISCELLANEOUS OTHER PROVISIONS

11.1 Remedies. Each of the parties hereto acknowledges and agrees that no remedy at law would be adequate in the event of any breach of this Agreement. Accordingly, if any dispute arises concerning any provision of this Agreement or the obligations of the parties hereunder, each party hereto agrees that, in addition to any other remedy to which they may be entitled at law or in equity, the other parties hereto shall be entitled to a decree of specific performance to enforce this Agreement (without bond or other security being required unless the party seeking such remedy fails to demonstrate to an appropriate court having jurisdiction that such party has a likelihood of success on the merits), and each party hereto waives the defense in any action or proceeding brought to enforce this Agreement that there exists an adequate remedy at law. Such remedies shall be cumulative and non-exclusive and shall be in addition to any other rights and remedies the parties may have under this Agreement or otherwise.

11.2 Entire Agreement; Amendment.

(a) This Agreement and the Certificate of Organization constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Agreement and the Certificate of Organization replace and supersede all prior written agreements and oral statements by and among the Members or any of them, and no representation, statement, condition or warranty not contained in this Agreement or the Certificate of Organization will be binding on the Members or have any force or effect whatsoever.

(b) The Schedule of Members' Interests may be updated in writing by the Company to reflect changes in the composition of the Members and changes in their addresses or facsimile numbers that may occur from time to time as a result of transfers consummated in accordance with this Agreement or any new issuance by the Company of Units in accordance with this Agreement; provided, however, that no new issuance of Units shall be effective unless and until the Person receiving such securities executes and delivers to the Company an executed Joinder Agreement in accordance with Section 3.10 and such issuance complies with the terms of this Agreement (including any preemptive rights). Updates to the Schedule of Members' Interests reflecting the issuance or transfer of Units shall become effective when any required consent to such transaction is obtained and the updated Schedule of Members' Interests, and a copy of this Agreement as executed by any new transferee in accordance with Section 3.10, are filed with the Company. Any amendment or revision to the Schedule of Members' Interests made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference to the Schedule of Members' Interests in this Agreement shall be deemed to be a reference to the Schedule of Members' Interests as updated and in effect from time to time.

(c) Any other amendment or waiver to this Agreement shall be in writing and shall require the written consent of both the Manager and the holders of a majority of the Units. No amendment or waiver will be valid as to any Member to the extent such amendment or waiver increases such Member's required Capital Contribution or modifies the limited liability of such Member.

(d) Notwithstanding the foregoing provisions of this Section 11.2, this Agreement may be terminated at any time by the Manager upon or following the occurrence of a transaction contemplated by Section 8.2 (Pre-Public Offering Transaction) if the termination of this Agreement is contemplated in connection with such transaction.

11.3 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11.4 Notices. All notices, consents and other communications required or contemplated under this Agreement shall be in writing and shall be delivered in the manner specified herein or, in the absence of such specification, shall be deemed to have been duly given (i) when delivered by hand, (ii) when sent via email or facsimile (if confirmed or if also delivered via another method provided for herein), or (iii) one day after sending by overnight delivery service, to the respective addresses or facsimile numbers of the parties set forth below:

(a) For notices and communications to the Company:

22 Wyman Street
Lynn, MA 01905
Attention: Jason Berroa
Email: jason@tastebudzdelivery.com

(b) For notices and communications to the Members, to the respective addresses or email addresses set forth on the Schedule of Members' Interests.

By notice complying with the foregoing provisions of this Section 11.4, each party shall have the right to change the mailing address or facsimile numbers for future notices and communications to such party.

11.5 Binding Effect Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors, assigns, heirs and administrators; provided that the rights under this Agreement may not be assigned except as expressly provided herein. No such assignment shall relieve an assignor of its obligations hereunder.

11.6 Recapitalizations, Exchanges, etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Units, to any and all equity interests in the Company or any successor or assign of the Company (whether by conversion, merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in

substitution of Preferred Units, Common Units or Incentive Units by reason of a distribution, unit split, unit issuance, reverse unit split, combination, recapitalization, reclassification, conversion, merger, consolidation or otherwise. Upon the occurrence of any such events, amounts hereunder shall be appropriately adjusted. Any successor or assign of the Company (whether by conversion, merger, consolidation, sale of assets or otherwise) shall specifically agree to be bound by the terms hereof as a condition of such succession or assignment.

11.7 Action Necessary to Effectuate the Agreement. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

11.8 Title to Property. Legal title to all property of the Company will, unless otherwise consented to by all Members, be held and conveyed in the name of the Company.

11.9 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.10 Reliance on Authority of Persons Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

11.11 No Waiver. No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11.12 Counterparts. This Agreement may be executed in two or more counterparts (including Joinder Agreements as counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any counterpart or other signature hereupon delivered by facsimile or other electronic transmission shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party. The failure of any Member to execute this Agreement does not make it invalid as against any other Member.

11.13 Headings, etc. All headings and captions in this Agreement are for purposes of references only and shall not be construed to limit or affect the substance of this Agreement. Words used in this Agreement, regardless of the gender and number used, will be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. As used in this Agreement, the word "including" is not limiting, and the word "or" is not exclusive. The words "this Agreement," "hereto," "herein," "hereunder," "hereof," and words or phrases of similar import refer to this Agreement as a whole,

together with any and all Schedules and Exhibits hereto, and not to any particular article, section, subsection, paragraph, clause or other portion of this Agreement.

11.14 Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the state or federal courts of Suffolk County, Massachusetts, and each of the parties hereby consents to the jurisdiction and venue of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.15 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 12.16 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

11.16 Power of Attorney.

(a) Each Member hereby constitutes and appoints any Officer, with full power of substitution, as his, her or its true and lawful agent and attorney in fact, with full power and authority in his, her or its name, place and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices: (i) this Agreement, all certificates, and other instruments and all amendments (in the manner set forth herein) thereof, in accordance with the terms hereof which the Manager reasonably deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the Commonwealth of Massachusetts and in all other jurisdictions in which the Company may conduct business or own property; (ii) all instruments which the Manager reasonably deems appropriate or necessary to reflect any amendment, change, modification, or restatement of this Agreement in accordance with its terms; and (iii) all conveyances and other instruments or documents which the Manager reasonably deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency, or termination of any Member and the Transfer of all or any portion of his, her or its Units and shall extend to such Member's heirs, successors, assigns, and personal representatives.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Fifth Amended and Restated Limited Liability Company Agreement as of the date first written above.

MEMBERS:

Jason Berroa 

MANAGERS

Jason Berroa 

TASTEBUDZ DELIVERY LLC

SCHEDULE OF MEMBERS' INTERESTS

As of October 3rd, 2019

<u>Name</u>	<u>Postal and Email Addresses</u>	<u>Units</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Jason Berroa	22 Wyman St. Lynn Ma. 01905	100	25,000	100%

EXHIBIT A

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement of Tastebudz Delivery LLC, a Massachusetts limited liability company, dated as of October 3rd, 2019 (the "LLC Agreement"), among the Members named therein.

By executing and delivering this Joinder Agreement to the LLC Agreement, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the LLC Agreement in the same manner as if the undersigned were an original signatory to such agreement as a Member. In connection therewith, effective as of the date hereof the undersigned hereby makes the representations and warranties contained in the LLC Agreement.

The undersigned acknowledges and agrees that as of the date of this Joinder Agreement, the applicable portion of the Schedule of Members' Interests will be updated to read as follows:

<u>Name</u>	<u>Postal and Email Addresses</u>	<u>Units</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Jason Berroa	22 Wyman St.	100	25,000	100%
	Lynn Ma. 01905			

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the 3rd day of October, 2019.



Signature of Member

Jason Berroa

Print Name of Member

TasteBudz Delivery, LLC

BUSINESS PLAN

Contact: Jason Berroa

Phone: 781-513-5642

Email: jason@tastebudzdelivery.com

TABLE OF CONTENTS

Executive Summary.....	3
Company Ownership.....	4
Company Location	4
Use of Funds	6
TasteBudz Delivery: An Overview	7
TasteBudz Compliance	8
General Requirements.....	8
Manifest and Log Requirements.....	8
Vehicle Requirements.....	10
Community Contributions	11
Market Analysis Summary	12
Overall Cannabis Market.....	12
Massachusetts' Cannabis Market	14
Cannabis Delivery.....	16
Location Analysis.....	17
Industry Analysis	20
Competitive Edge	23
Strategy & Implementation Summary	24
Objectives.....	24
Marketing Strategy	24
Brand Awareness Channels	24
Management Summary.....	31
Financial Projections.....	32
Financial Assumptions.....	32
Appendix: First Year Financials.....	41

EXECUTIVE SUMMARY

The cannabis industry is continuing its takeover of the United States, as now only 12 states in the country still consider cannabis illegal. Set to surpass \$12 billion by the end of 2019, the retail marijuana market is expected to reach up to \$30.8 billion by 2023. Massachusetts legalized medical cannabis use in 2012, then joined the adult-use movement in 2016. The state sold over \$140 million in cannabis products in its first six months of sales, and was on track to reach nearly \$400 million in sales from 36 retailers in its first year—more than both Colorado and Nevada sold in their first years from a similar market.

In light of business closures and safety measures due to coronavirus precautions, Massachusetts has fast-tracked legislation to allow for adult-use cannabis delivery options to become available. Delivery license applications will be available by the end of May. TasteBudz Delivery, LLC (also referred to as “TasteBudz” and “the Company”) is already approved through the state’s Social Equity Program, allowing the Company to quickly establish its direct-to-consumer delivery services once licensed. TasteBudz will partner with cultivators near its headquarters in Lynn, Massachusetts, and offer fast, efficient, and compliant delivery services to customers within the Lynn and north shore communities. The Company intends to develop a proprietary app that allows customers to select a partnering cultivator and browse products. Through TasteBudz Delivery’s services, customers will have convenient access to a wider variety of products, while helping its dispensary cultivators expand their customer reach and generate additional revenues.

From its headquarters in Lynn, TasteBudz will initially offer its services within an twenty five-mile radius, which includes part of the Boston metro area and the north shore of the state. The area already has several operating dispensaries, as well as more in the process of opening their doors. The Company will partner directly with these cultivators to offer compliant delivery services. TasteBudz Delivery will operate within the \$113.5 billion *Couriers & Local Delivery Services* industry, as well as a cannabis industry-only auxiliary business. The *Couriers & Local Delivery Services* industry has uniquely benefitted from the precautions taken to slow the spread of the coronavirus and, even as states and communities begin to reopen their businesses, market experts expect demand for delivery services to remain high. Currently, only medical dispensaries are able to offer home deliveries. However, with Massachusetts’ new applications for delivery businesses, the state could soon see a flood of delivery options. TasteBudz’s approval through the Social Equity Program offers the Company priority throughout the application process.

Meanwhile, the Company's dedication to efficiency, superior compliance, and partnerships with state cultivators will set TasteBudz apart from any future competition.

As it develops its operations, TasteBudz Delivery will initiate a direct marketing campaign that primarily focuses on building a robust online presence while also developing partnerships with cultivators and government officials. In addition to the Company's custom app, TasteBudz will also engage with customers and partners on social media networks, email marketing, and paid digital advertisements. The Company will also target downstream customers through grass roots marketing in its community and high-quality marketing pieces placed online to build up demand for the Company's products.

Mr. Jason Berroa owns the majority stake of the business and will operate TasteBudz Delivery, drawing on their combined decades of professional experience. ***This section will be expanded upon receipt of bio or resume information for management personnel***

Company Ownership

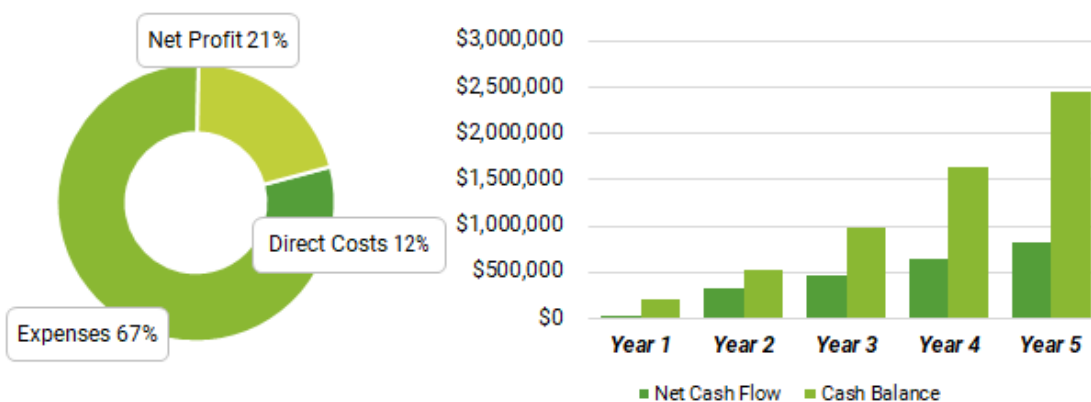
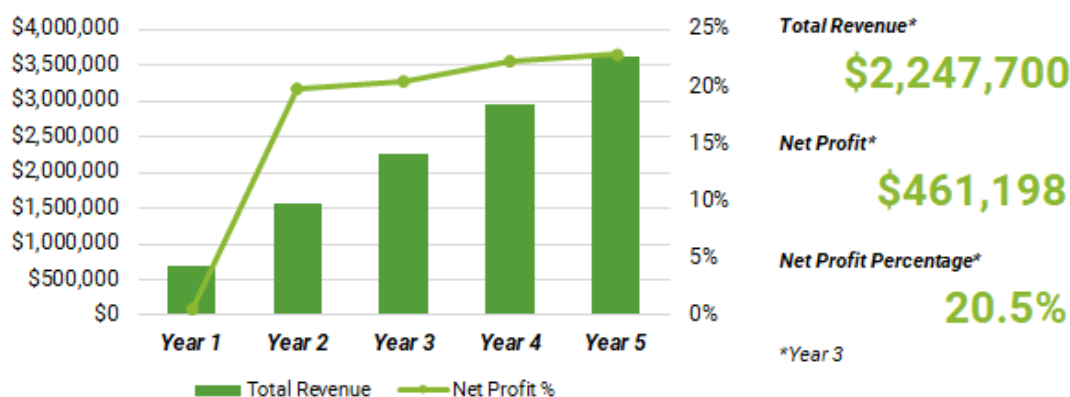
TasteBudz Delivery is a Limited Liability Company registered in the state of Massachusetts.

The Company is owned by Jason Berroa (51%) The other 49% will be offered up to investors.

Company Location

The Company is located in Lynn, Massachusetts.

COMPANY HIGHLIGHTS



Year 3

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenue	\$691,600	\$1,556,100	\$2,247,700	\$2,939,300	\$3,630,900
Gross Margin	\$607,152	\$1,366,092	\$1,973,244	\$2,580,396	\$3,187,548
Operating Expenses	\$600,301	\$1,052,192	\$1,505,034	\$1,920,662	\$2,351,260
EBITDA*	\$16,684	\$326,533	\$483,643	\$677,968	\$857,321
Net Profit	\$3,959	\$308,651	\$461,198	\$651,606	\$827,744
Net Profit %	0.6%	19.8%	20.5%	22.2%	22.8%

*Earnings Before Interest, Taxes, Depreciation, & Amortization

Use of Funds

The table below outlines the sources and uses of funding:

SOURCES & USES

SOURCES OF FUNDS	
Vehicle Financing	\$28,000
Owner Investment	\$400,000
TOTAL SOURCES	\$428,000
USES OF FUNDS	
START-UP EXPENSES	
Application Fee	\$1,500
License	\$10,000
App Development	\$50,000
Website Development	\$15,000
Professional Fees	\$3,900
Legal	\$12,000
Lease Deposit	\$4,600
Marketing	\$10,000
Uniforms	\$1,000
Total Start-up Expenses	\$108,000
START-UP ASSETS	
Working Capital	\$183,000
Build Out	\$50,000
Vehicles (2)	\$32,000
Vehicle Outfitting	\$10,000
Equipment	\$25,000
Security	\$20,000
Total Start-up Assets	\$320,000
TOTAL USES	\$428,000

TASTEBUDZ DELIVERY: AN OVERVIEW

As the Massachusetts adult-use cannabis market continues to solidify and grow, consumers will have access to a broadening selection of products and retailers. TasteBudz Delivery aims to integrate itself within the growing industry as a convenient option for customers to get their favorite products delivered, as well as a way for retailers to boost their brand reach and revenues. Pre-approved through the state's Social Equity Program, the Company will receive priority placement throughout its application process, allowing TasteBudz to launch its operation sooner than other potential competitors.

TasteBudz will be headquartered in Lynn, providing the Company access to the outer suburbs of the Boston metro area, as well as communities on the northern shore of the state's coastline. The Company will initially begin its operations within twenty five miles from its headquarters, before expanding throughout Essex County and beyond. Eventually, TasteBudz Delivery could expand throughout the state with multiple bases at strategic locations. The Company will partner directly with cultivators in its area to ensure fast order fulfillment, as well as boost local businesses. These partnerships will also ensure the Company complies with the age-verification regulations of the Cannabis Control Commission, which must be performed in-person at a dispensary prior to a customer's first delivery order. TasteBudz will also require its delivery personnel to verify a customer's pre-verified identity at the point of delivery.

The Company's dedication to safety and efficiency will fast-track its adoption by customers in its initial area, as will its well-designed and user-friendly proprietary app. From the app, customers have access to TasteBudz's different partnering cultivators, allowing customers to select their product based on price, availability, brand loyalty, or proximity. The Company will work directly with its partnering cultivators to ensure all product listings are up to date, as well as link to product or strain descriptions on Leafly. Customers will place their orders through the app, then pay for their products and delivery fees upon delivery completion. TasteBudz Delivery will work to remain compliant with its cash handling practices, as well as integrate online payments as soon as regulations allow.

As it establishes its operations, TasteBudz will initiate partnerships with cultivators and city and county governmental officials to ensure the Company's compliance with regulations and streamline the Company's integration into an area's cannabis market. The Company will begin operations with five plain vans stamped with TasteBudz's phone

number, four allocated to north shore and one to Lynn. In accordance with the state's Cannabis Control Commission, each van will be staffed with a minimum of two trained employees, one of whom must always remain in the vehicle when the van contains marijuana products for delivery or return.

TasteBudz Compliance

The CCC finalized rules for home delivery in Fall 2019, restricting such orders to primary residences of customers who are at least 21 years old. Deliveries to college dorms, hotels, federally subsidized housing, shelters, and other people's houses—as well as in communities that have banned marijuana dispensaries—will be prohibited. Like in-person sales, orders will be limited to up to 1 ounce of marijuana flower or its equivalent in edibles and concentrates. They will also be limited to between 8 a.m. and 9 p.m., and customers won't be allowed to make more than one delivery order a day. Delivery employees will also be required to wear body cameras for safety purposes.¹ Other regulations are detailed below, taken from the CCC's 935 CMR regulations.

General Requirements

- In the case of an emergency stop during the transportation of marijuana products, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
- A Marijuana Transporter transporting marijuana products shall ensure that all transportation times and routes are randomized and remain within the Commonwealth
- The maximum retail value of marijuana or marijuana products allowed in a Delivery-only Licensee's vehicle at any one time shall be \$10,000.
- If a Marijuana Transporter is transporting products for more than one dispensary at a time, the products from each dispensary must be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each dispensary.

Manifest and Log Requirements

- The Delivery-only Licensee shall maintain a separate log for each vehicle in use for home deliveries. For each delivery, the Delivery Licensee shall record:

¹ DeCosta-Klipa, Nik. "Marijuana Delivery Moves Closer..." *Boston.com*. May 2020. Source: <https://www.boston.com/news/local-news/2020/05/11/marijuana-delivery-massachusetts-applications>

- The location of the originating dispensary and date and time the vehicle leaves the location
 - The mileage of the transporting vehicle at departure from the dispensary, mileage on arrival at each consumer destination, and mileage on return to the dispensary
 - The date and time of departure from the dispensary and arrival at each consumer destination for each delivery
 - An entry indicating the date and time of the last delivery in an order
- All marijuana and marijuana product deliveries shall be tracked using the seed-to-sale SOR as designated by the Commission.
- Every home delivery shall have a manifest produced by the originating dispensary and provided to the Delivery Licensee. A manifest shall be completed in duplicate, with the original manifest remaining with the originating cultivator, and a copy to be kept with the Delivery Licensee during the delivery. The manifest shall be signed by the consumer receiving the marijuana or marijuana products and the employee acting on behalf of the Company. A signed manifest shall serve as the written record of the completion of the delivery.
- The manifest must, at a minimum, include:
 - The originating cultivator name, address, and License number
 - The name and License number of the Delivery Licensee performing the home delivery
 - The names and Marijuana Establishment Agent numbers of the employees performing the delivery
 - The consumer's name and address
 - A description of the marijuana or marijuana products being transported, including the weight and form or type of product
 - Signature lines for the agents who transported the marijuana or marijuana products
 - A signature line for consumer who receives the marijuana or marijuana products
 - The Delivery Licensee vehicle make, model, and license plate number.
- The manifest shall be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
- A cultivator shall retain all transportation manifests for no less than one year and make them available to the Commission on request.

Vehicle Requirements

- All vehicles must be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have:
 - The ability to produce a clear color still photo whether live or recorded; and
 - A date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.
- A vehicle used for transporting marijuana products must be:
 - Equipped with an alarm system approved by the Commission
 - Equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.
- Marijuana products must be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products. The storage compartment must be sufficiently secure that it cannot be easily removed
- Company vehicles used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is:
 - Not a mobile device that is easily removable
 - Attached to the vehicle at all times that the vehicle contains marijuana products
 - Monitored by the marijuana establishment or marijuana transporter during transport of marijuana products
 - Inspected by the commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment
- Each Company employee transporting marijuana products must always have access to a secure form of communication with the Company when the vehicle contains marijuana and marijuana products.
 - Secure types of communication include, but are not limited to:
 - Two-way digital or analog radio (UHF or VHF)
 - Cellular phone
 - Satellite phone
 - When choosing a type of secure communications, the following shall be taken into consideration:
 - Cellular signal coverage

- Transportation area
- Base capabilities
- Antenna coverage
- Frequency of transportation

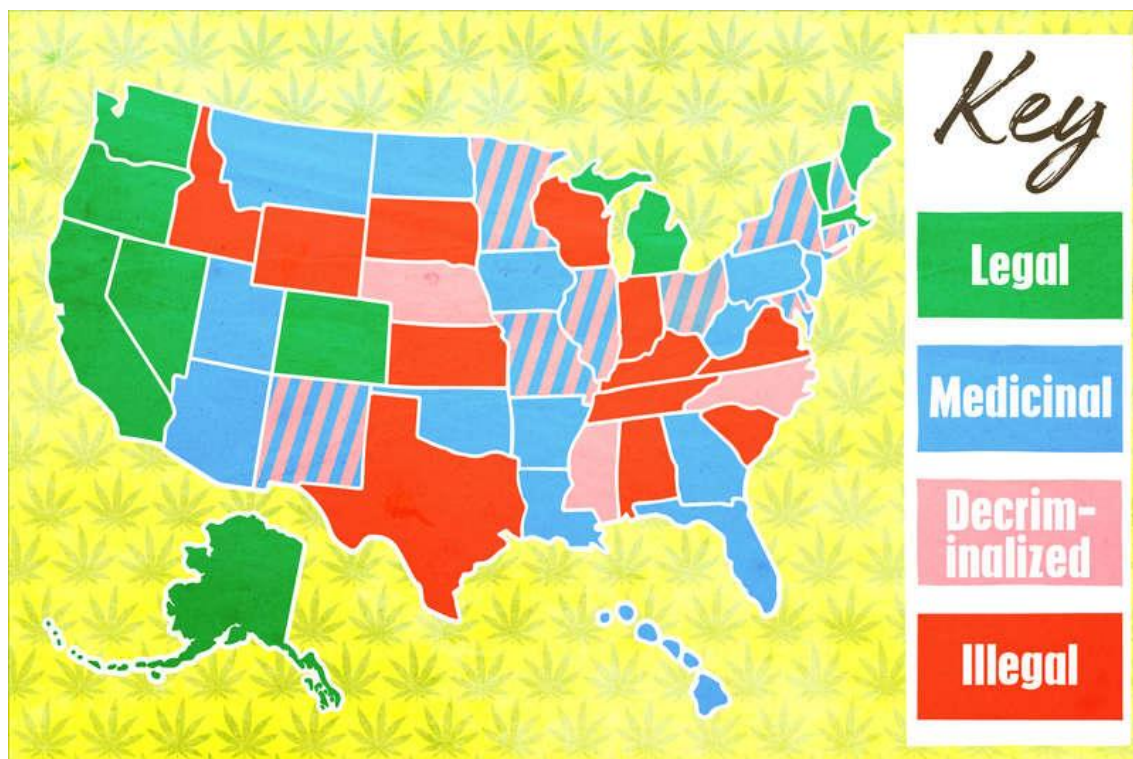
Community Contributions

Dedicated to its community, TasteBudz Delivery intends to participate heavily in charitable outreach opportunities within its communities. The Company will participate in as many programs as possible, with particular emphasis on sports and other youth programs. As the Company continues to grow, so will its charitable contributions.

MARKET ANALYSIS SUMMARY

Overall Cannabis Market

As of July 2019, 11 U.S. states had fully legalized cannabis for adult use (along with the District of Columbia), so that more than 25% of all Americans now live in a state where cannabis is legal. Given that another 27 states have passed laws broadly legalizing marijuana for medical use and/or decriminalizing the possession of marijuana, there are now only 12 states in the entire country where cannabis use is fully illegal, as shown on the map below (note that this map was drawn prior to the passage of adult legalization in Illinois).²

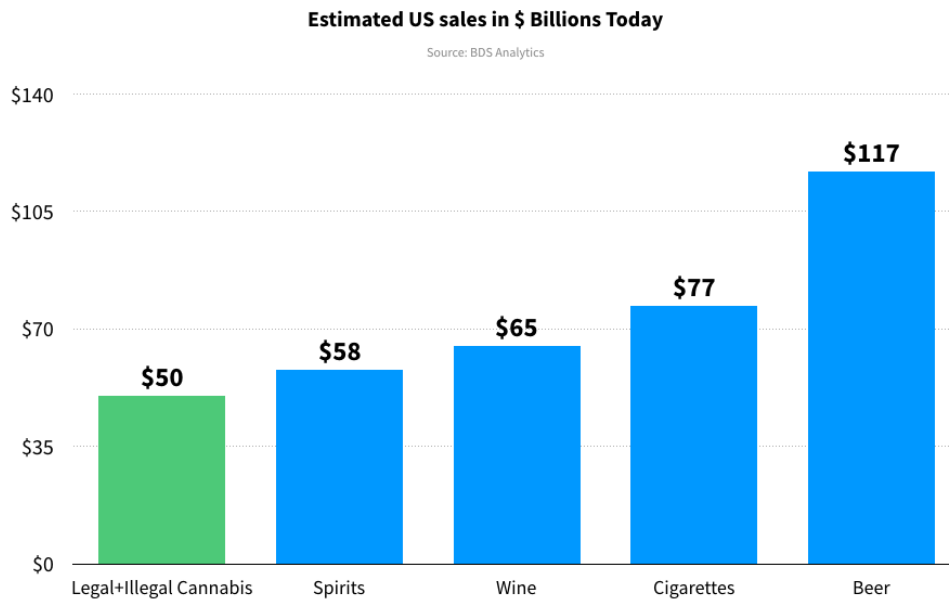


In 2018, retail sales of legal cannabis in the United States totaled more than \$10 billion.³ Overall, the legal and illegal sale of cannabis in the United States is estimated to generate around \$50 billion a year, placing it on par with the spirits and wine industries.⁴

² Medrano, Kastalia. "Puff, Puff, Passed: The Progress Toward Legal Weed in All 50 States." *Thrillist*. April 22, 2019. Available through: www.thrillist.com

³ IBISWorld. Industry Report OD4141: Medical & Recreational Marijuana Growing in the US. December 2018. Source: <http://clients1.ibisworld.com/reports/us/industry/default.aspx?entid=4142>.

⁴ Bernberg, Mark. "Just how big could the US marijuana market be?" The Green Fund (company blog). August 30, 2018 (Updated November 18, 2018). Source: <https://thegreenfund.com/just-how-big-could-the-us-marijuana-market-be>.



Perhaps driving the acceptance is the understanding of the size of the cannabis economy. In 2017, Colorado received \$210.4 million in tax revenues from marijuana, but only \$45.7 million from alcohol.⁵ If marijuana was fully legal in all 50 states, analysis by New Frontier Data indicates that it would generate \$131 billion in federal tax revenue between 2017 and 2025, based on an estimated 15% retail sales tax, payroll tax deductions, and business tax revenue. Federally legalizing cannabis would also create an additional 782,000 jobs, which would increase to 1.1 million jobs by 2025.⁶

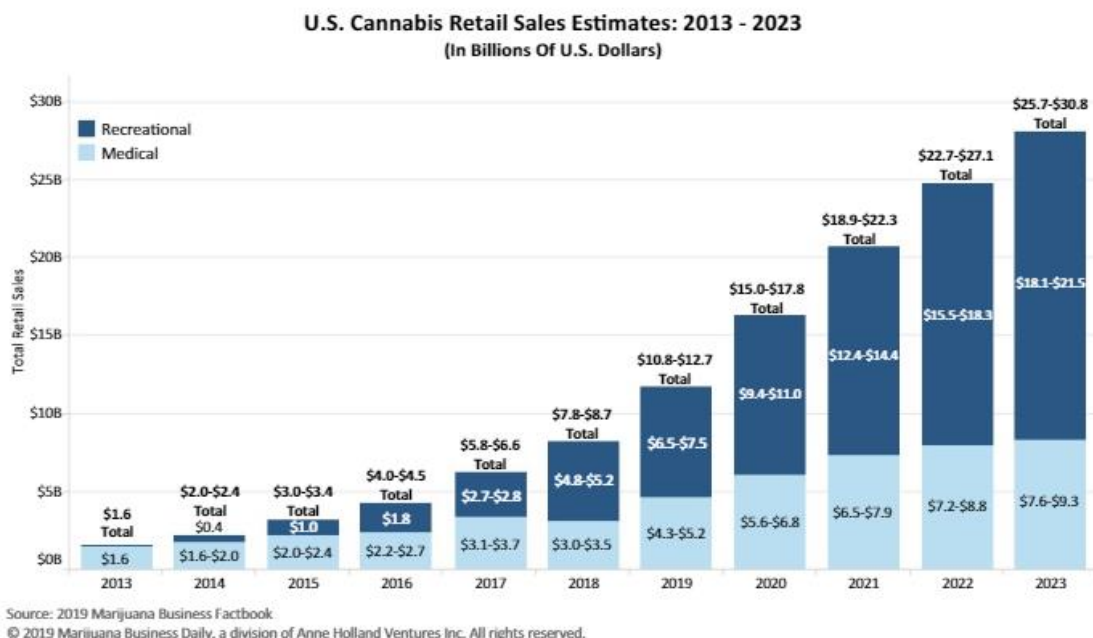
Sales of cannabis, if made fully legal, could generate \$75 billion by 2030. This places cannabis at roughly the same industry-wide revenue as wine, which generates about \$60 billion in sales annually. By the end of 2019, overall marijuana sales in the United States retail segment was on track to eclipse \$12 billion, buoyed by the increasing numbers of recreational marijuana sales. The following chart from the 2019 Marijuana Business Daily Factbook provides an overview of current and future cannabis sales.⁷

⁵ Barry, Erin. "Legalized Marijuana Movement Grows" CNBC. April 15, 2018. Source:

<https://www.cnbc.com/2018/04/15/legalized-pot-movement-grows-but-federal-resistance-holds-it-back.html>

⁶ Zezima, Katie. "Study: Legal Marijuana Could Generate More than \$132 billion in federal tax revenue and 1 million jobs" The Washington Post. January 10, 2018. Source: https://www.washingtonpost.com/national/2018/01/10/study-legal-marijuana-could-generate-more-than-132-billion-in-federal-tax-revenue-and-1-million-jobs/?utm_term=.60a5472c228e

⁷ Marijuana Business Daily. "2019 Marijuana Business Daily Factbook." Updated February 2020.



According to marijuana-industry platform düber, “the legal cannabis market is one of the world’s biggest growth opportunities. In North America alone, the industry is forecasted to top \$20 billion by 2021, from US\$6.7 billion in 2016.”⁸ The Brightfield Group issued a projection reporting that internationally, the cannabis industry would be worth \$31.4 billion in 2021.⁹

Massachusetts’ Cannabis Market

In 2012, voters in Massachusetts legalized medical cannabis as established by Chapter 369 of the Acts of 2012, “An Act for the Humanitarian Medical Use of Marijuana.”¹⁰ Following this, authorized medical professionals could prescribe medical cannabis to qualifying patients with specific conditions—such as ALS, cancer, HIV or AIDS, multiple sclerosis, Crohn’s disease, etc.¹¹—but the purchase of recreational cannabis remained illegal until the

⁸ “Incentivizing Economic Surplus Growth in the Cannabis Industry.” Düber. September 29, 2017. Source: <https://tinyurl.com/y84e8cbu>.

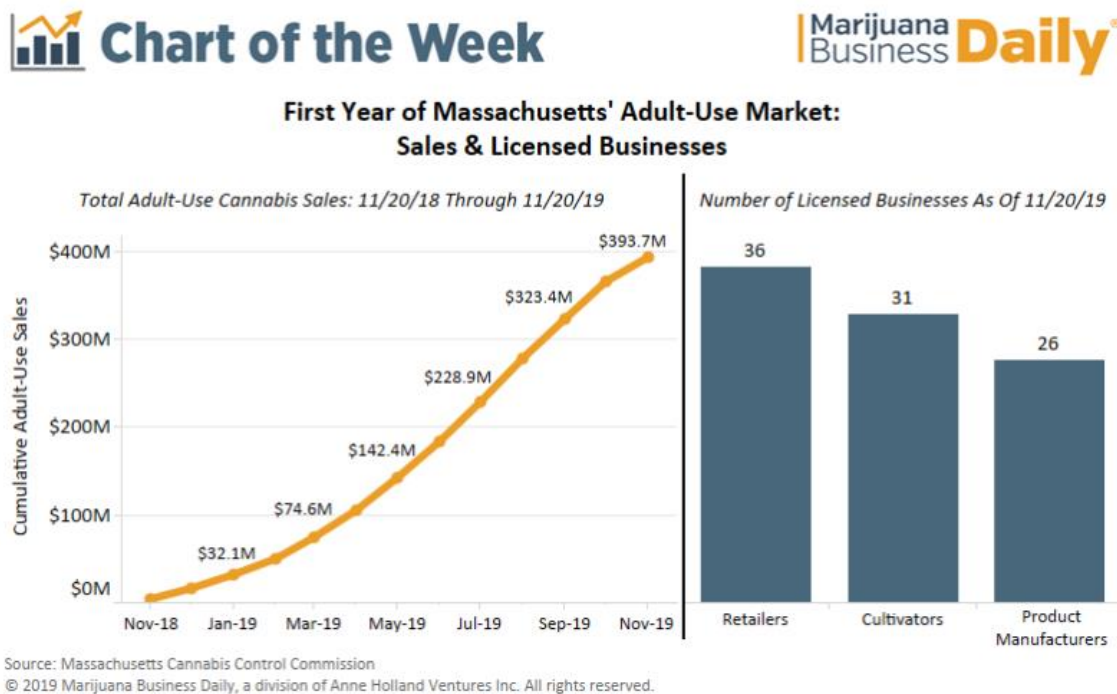
⁹ Sandler, Craig. “Pot Primer: The past and future of marijuana in Massachusetts.” 22News WWLP. November 9, 2017. Source: <http://wwlp.com/2017/11/09/pot-primer-the-past-and-future-of-marijuana-in-massachusetts/>.

¹⁰ Mass.gov. Medical Use of Marijuana Program. Source: <https://www.mass.gov/medical-use-of-marijuana-program>

¹¹ Norml. Massachusetts Medical Marijuana Law. Source: <http://norml.org/legal/item/massachusetts-medical-marijuana>

Massachusetts Marijuana Legalization Initiative, or Question 4, was passed on November 8, 2016.¹²

In Massachusetts, where the first dispensaries licensed to sell recreational cannabis opened in January of 2019, over \$140 million worth of cannabis was sold in the first six months of 2019¹³ and annual sales for the industry's first year reached nearly \$400 million. By 2021, adult-use sales in Massachusetts could eclipse \$1 billion. Currently, only 36 recreational retailers are open in the state—with none in Boston, the largest city in Massachusetts—making the \$400 million sales figure even more impressive when compared to other adult-use markets in the United States. The following chart provides details on the state's adult-use market as of November 2019:¹⁴



In just over one year, legal cannabis sales in Massachusetts—a state with the population of 6.9 million—reached more than half of legal sales for the entire country of Canada,

¹² Ballotpedia. Massachusetts Marijuana Legalization, Question 4. Source:

[https://ballotpedia.org/Massachusetts_Marijuana_Legalization,_Question_4_\(2016\)](https://ballotpedia.org/Massachusetts_Marijuana_Legalization,_Question_4_(2016))

¹³ Cowee, Maggie "Chart: Massachusetts recreational marijuana sales approach \$140 million." *Marijuana Business Daily*. June 11, 2019. Source: <https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-approach-140-million/>

¹⁴ McVey, Eli. "Chart: First Year of Adult-Use Cannabis Sales..." *MJBiz Daily*. December 2019. Source: <https://mjbizdaily.com/chart-first-year-adult-use-cannabis-sales-massachusetts/>

according to a U.S. national cannabis law firm.¹⁵ In its second year of operation, Massachusetts could expect tax revenue between \$93 million and \$172 million on sales ranging between \$707 million and \$1.3 billion. As of March 2020, the total retail sales have reached almost \$620 million.¹⁶

This massive growth hasn't come without its problems, however. Current dispensaries are required by law to purchase products only from licensed cultivators, but—with only 31 licensed cultivators, most of which are used to the much smaller demand from the medical cannabis community—very few cultivators have excess product to sell. The supply difficulties are coupled with steady customer demand. "We've seen continued growth month after month," Theory Wellness CEO Brandon Pollock said. "Every day we have, say, 50% returning customers and 50% new customers."¹⁷

According to official data from the state of Massachusetts, 404 pending business applications have been submitted as of March 2020. This includes 168 retailer, 118 cultivator, 90 manufacturer, seven microbusiness, 10 transporter, five testing licenses, four research facilities, and two craft marijuana cooperative licenses. In the same period, 227 licenses have been awarded, including 137 retailer, 108 cultivator, 82 manufacturer, eight microbusiness, three transporter, and three testing licenses.¹⁸

Cannabis Delivery

In the midst of business closures during the coronavirus pandemic, Massachusetts' recreational marijuana sales were put on hold. Even as states begin to reopen their retail establishments, businesses face the unprecedented task of adjusting their business to new requirements, safety measures, and public opinion. To alleviate this burden on business owners, the Massachusetts Cannabis Control Commission announced May 7th that it will make license applications available on May 28 for third-party companies hoping to deliver purchases from dispensaries to local residents' doorsteps. Applications will also be

¹⁵ Marijuana News. "Massachusetts' Cannabis Sales Worth Over..." *420Intel*. February 2020. Source: <https://tinyurl.com/yav24kfe>

¹⁶ Cannabis Business Plan. "Recreational Cannabis Market in Massachusetts..." Source: <https://cannabusinessplans.com/massachusetts-cannabis-market/>

¹⁷ Cohen, Nancy Eve. "After 1 Year, Mass. Weed Stores Undersupplied..." *WBUR*. November 2019. Source: <https://tinyurl.com/uju24j6>

¹⁸ Cannabis Business Plan. "Recreational Cannabis Market in Massachusetts..." Source: <https://cannabusinessplans.com/massachusetts-cannabis-market/>

available to marijuana “microbusinesses” hoping to deliver their own product. For the first two years, only participants in the CCC’s two equity programs will be able to apply.

While medical marijuana dispensaries in Massachusetts have been allowed to offer home delivery (and 18 do), most adults have had to visit one of the state’s often-bustling 42 recreational pot shops in person to make a purchase. Officials say that puts the legal industry at a competitive disadvantage with illicit drug dealers, who have offered home delivery for years.

The CCC finalized rules for home delivery last fall, restricting such orders to primary residences of customers who are at least 21 years old. Deliveries to college dorms, hotels, federally subsidized housing, shelters, and other people’s houses—as well as in communities that have banned marijuana dispensaries—will be prohibited.

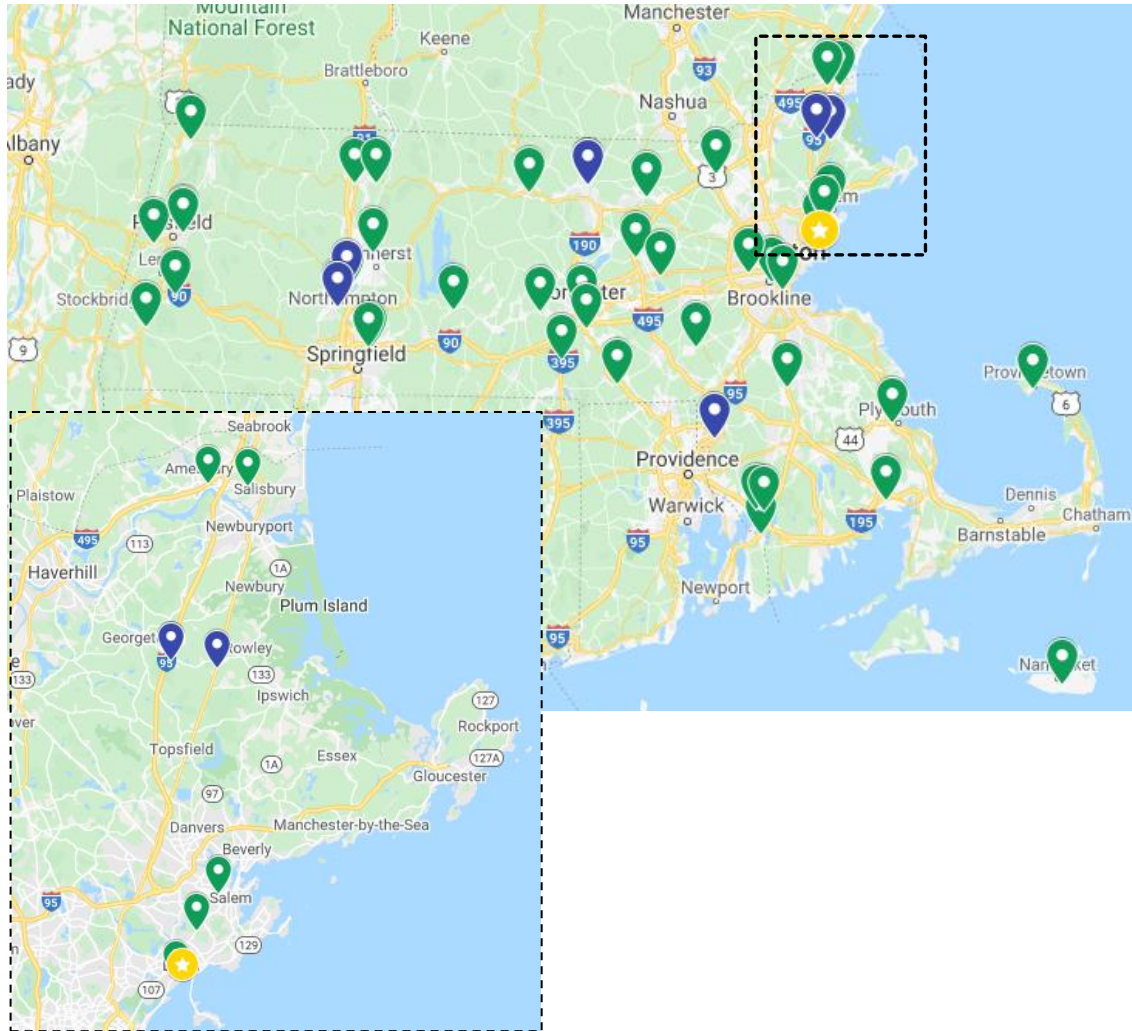
Like in-person sales, orders will be limited to up to 1 ounce of marijuana flower or its equivalent in edibles and concentrates. They will also be limited to between 8 a.m. and 9 p.m., and customers won’t be allowed to make more than one delivery order a day. Delivery employees will also be required to wear body cameras for safety purposes.¹⁹

Location Analysis

Headquartered in Lynn, Massachusetts (Essex County), TasteBudz Delivery will first seek partnerships with cultivators in Southern Essex County. As the Company grows, TasteBudz will expand its services to include the Boston metro area and the majority of Western Massachusetts. The Company could potentially grow to offer services to the entirety of the state with multiple base locations throughout Massachusetts. The following map illustrates the location of current dispensaries (labeled with green) and licensed dispensaries coming soon (labeled with purple), relative to the Company’s location (labeled as a yellow star), as well as a closeup of Essex County.²⁰

¹⁹ DeCosta-Klipa, Nik. “Marijuana Delivery Moves Closer...” *Boston.com*. May 2020. Source: <https://www.boston.com/news/local-news/2020/05/11/marijuana-delivery-massachusetts-applications>

²⁰ DeCosta-Klipa, Nik. “A Running List of Recreational Marijuana...” *Boston*. Updated February 2020. Source: <https://www.boston.com/news/local-news/2018/12/19/marijuana-dispensaries-in-massachusetts>



The Company's location in Essex County places it in the third-most populous county in the state, as well as provides access to part of the greater Boston metro area. The Company's chosen location will maximize its ability to tap into a steady stream of local consumer traffic. The following table provides the most current U.S. Census data with regard to the population growth of Essex County.²¹

Essex County, Massachusetts – Population & Growth	
Population estimates, July 1, 2019	789,034
Population, percent change, April 1, 2010 to July 1, 2019	+6.2%
Population, 2010	743,159

²¹ U.S. Census Bureau. Source: <http://www.census.gov/>

The following table provides pertinent figures for the population included within an eight-mile radius from TasteBudz Delivery's location. This distance illustrates the Company's initial delivery area. This data is provided by ESRI, a market research firm.²²

Market Profile - Radial Analysis Lynn, Massachusetts			
	1 mile	4 miles	8 miles
2019 Total Population	47,906	174,521	674,260
2024 Total Population	48,821	178,997	699,097
2019-2024 Annual Rate	0.38%	0.51%	0.73%
2019 Total Daytime Population	40,838	134,800	581,874
Workers	16,355	52,965	275,637
Residents	24,483	81,835	306,237
2019 Households	17,306	65,596	261,780
2019 Families	9,975	41,935	161,943
2019 Average Family Size	3.57	3.26	3.21
<i>2019 Population by Age</i>			
Total	47,906	174,522	674,259
0 - 4	7.5%	5.7%	5.6%
5 - 9	7.0%	5.9%	5.7%
10 - 14	6.6%	6.0%	5.9%
15 - 24	14.2%	12.7%	11.8%
25 - 34	17.0%	14.1%	14.4%
35 - 44	13.0%	12.2%	13.5%
45 - 54	11.4%	12.8%	13.2%
55 - 64	10.6%	13.3%	13.1%
65 - 74	7.5%	9.7%	9.3%
75 - 84	3.7%	5.0%	5.0%
85 +	1.5%	2.6%	2.6%
21 +	71.0%	74.8%	76.0%
<i>Median Age</i>			
2010	32.3	38.4	38.5
2019	33.6	39.4	39.7
2024	34.9	40.1	40.6
<i>2019 Population by Sex</i>			
Males	23,957	84,302	327,918
Females	23,950	90,219	346,342
<i>Per Capita Income</i>			
2019	\$20,391	\$33,994	\$36,864
2024	\$23,453	\$39,074	\$42,726
<i>Median Household Income</i>			
2019	\$39,701	\$65,917	\$70,733
2024	\$43,931	\$76,345	\$81,142
<i>2019 Households by Income</i>			
Household Income Base	17,306	65,596	261,777
<\$15,000	22.0%	12.3%	10.5%
\$15,000 - \$24,999	12.1%	8.1%	8.0%
\$25,000 - \$34,999	9.6%	7.6%	7.4%
\$35,000 - \$49,999	16.1%	11.2%	7.4%

²² Business Analyst Online. Source: <http://bao.arcgis.com/en/log-in/>

\$50,000 - \$74,999	14.6%	15.2%	15.5%
\$75,000 - \$99,999	11.0%	14.0%	13.6%
\$100,000 - \$149,999	9.3%	16.5%	17.3%
\$150,000 - \$199,999	3.2%	7.8%	8.5%
\$200,000+	2.1%	7.4%	8.6%
Average Household Income	\$55,959	\$89,896	\$94,868

Industry Analysis

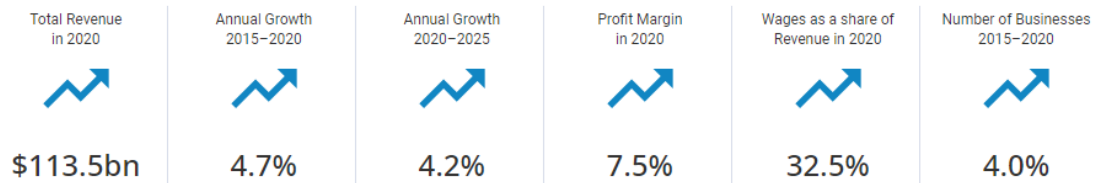
TasteBudz Delivery will operate within the *Couriers & Local Delivery Services* industry, which has experienced an unexpected boost from the nation's coronavirus measures. Demand for industry operator services has vastly increased as a result of nonessential business closures, shelter-in-place orders in several states, social distancing, working from home and self-isolating practices. Even as states begin to reopen their economies, many industry experts anticipate a slower return to the pre-COVID way of life and a continued increase in demand for industry services. The rise in consumer adoption of industry activities is anticipated to result in an increase in revenue in 2020 and an increase in the business to consumer markets' share of industry revenue.

Demand for industry operators, both large and small, tends to fluctuate in line with consumer spending, corporate profit, and the number of businesses, all of which have increased over the five years to 2020. As a result, industry revenue has expanded at an annualized rate of 4.7% to \$113.5 billion over the five years to 2020, including estimated growth of 3.5% in 2020 alone.

In the next five years, the industry is expected to continue its expansion, though at a slower rate than previously experienced. Factors that have historically helped boost demand for industry services, such as consumer spending and corporate profit, are forecast to continue rising, supporting revenue growth over the next five years. Additionally, the rise of ecommerce and decline of brick-and-mortar stores will likely benefit industry operators. The following graphics illustrate the projected growth of the industry through 2025:²³

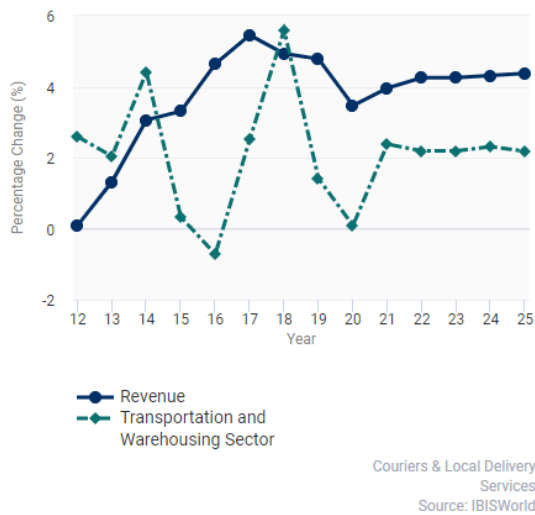
²³ Ristoff, Jared. "Couriers & Local Delivery Services in the U.S." *IBISWorld*. March 2020. Source: <http://ibisworld.com>

Key Statistics Snapshot

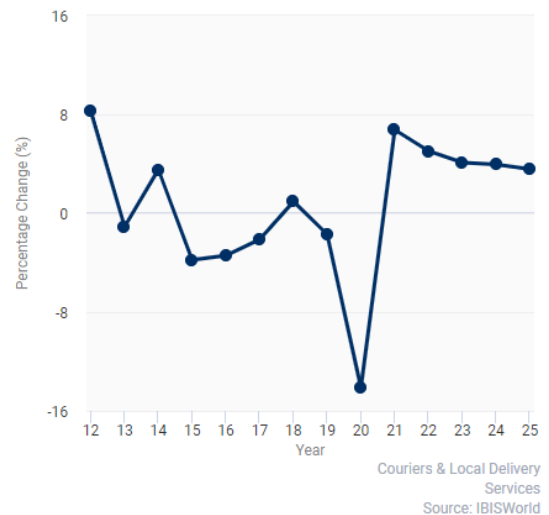


Key Industry Data

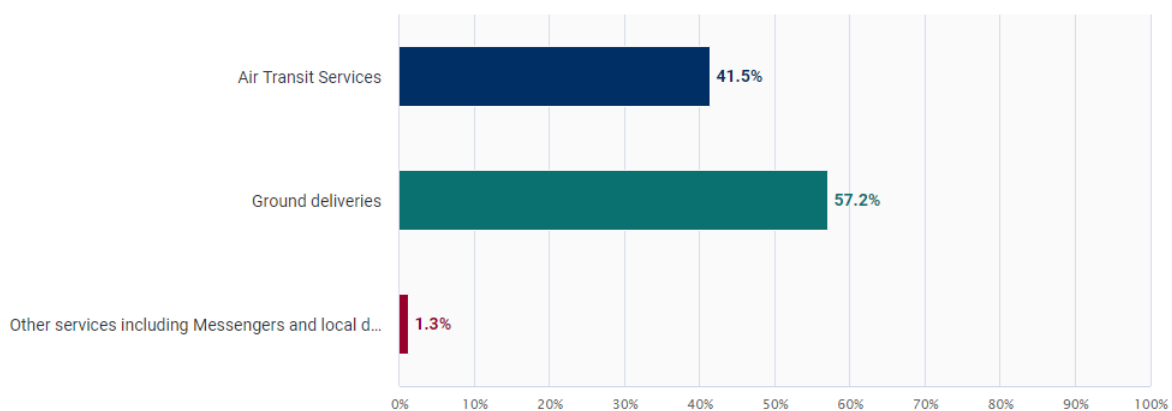
Industry Outlook 2012–2025



Annual Change in Corporate profit 2012–2025

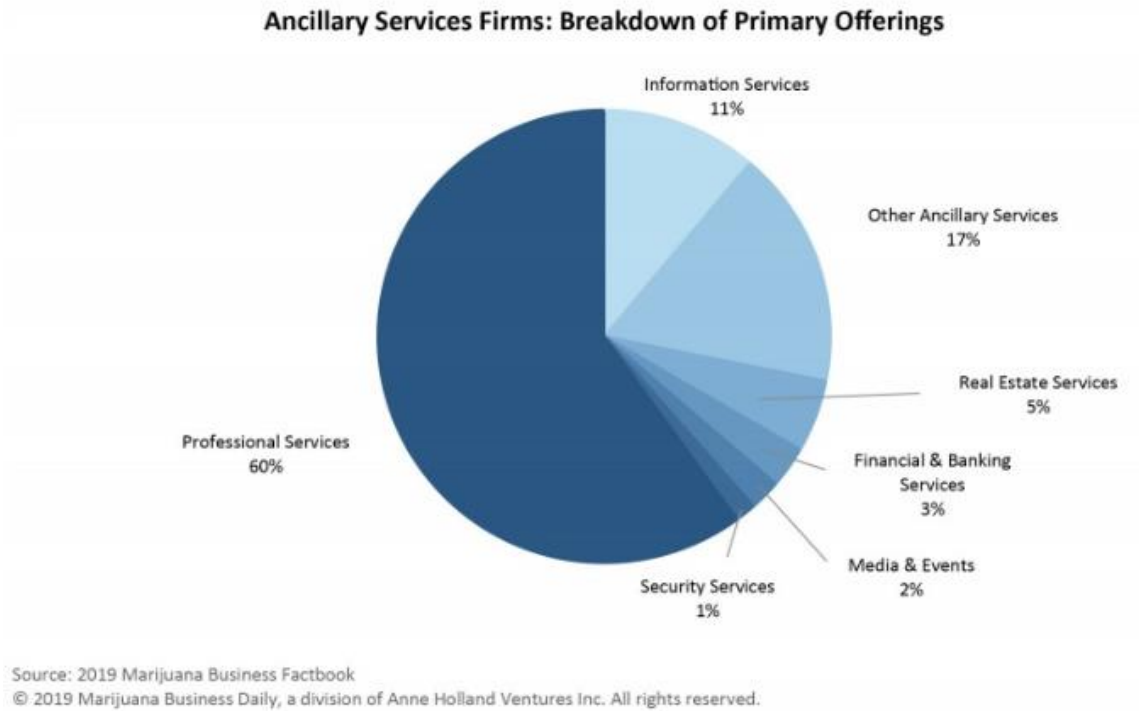


Products and Services Segmentation



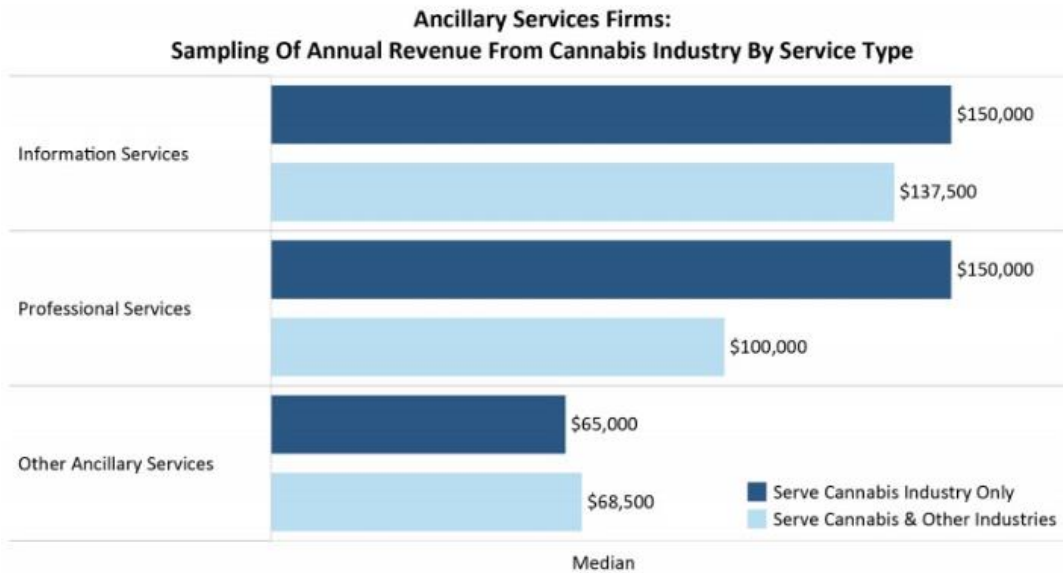
More specifically, TasteBudz Delivery will operate as an ancillary firm in the broader cannabis industry. Ancillary businesses are those that offer products and services to plant-touching companies and provide opportunities to entrepreneurs and existing firms that wish to become involved in the cannabis industry but with a lower risk of federal

intervention. Ancillary companies serve an essential role in the cannabis supply chain by providing services often outside the scope of a plant-based company. The following chart offers a breakdown of the primary offerings of the Ancillary Services Firms segment.²⁴



TasteBudz’s services fall into the “Other Ancillary Services.” Though a number of ancillary firms expand their service area beyond just the cannabis industry, most ancillary firms benefit from specializing in cannabis—this allows them to focus on the intricate details of the industry. The following chart offers a sample of annual revenues from different ancillary service firm segments.

²⁴ Marijuana Business Factbook 2019. *MJBiz Daily*. Updated February 2020.



Source: 2019 Marijuana Business Factbook
 © 2019 Marijuana Business Daily, a division of Anne Holland Ventures Inc. All rights reserved.

Competitive Edge

Though only medical cannabis dispensaries currently offer product deliveries, Massachusetts will begin accepting license applications at the end of May. TasteBudz Delivery will establish itself as one of the first delivery services available to recreational customers, taking advantage of the increased demand for delivery services as a safety precaution during the COVID-19 pandemic. The Company's emphasis on security, efficiency, and customer service will help expand its customer base as current users rave about its services to their friends and family.

Meanwhile, TasteBudz will also position itself as a beneficial partner for cultivators in the area. Through its delivery services, the Company can help businesses expand their reach and increase revenues by offering direct access to customers either farther away from the dispensary or unwilling to travel to the storefront. This effort will also make a cultivators products more accessible while increasing revenues and tax dollars. Other benefits of the Company include streamlined product distribution to customers, less temptation for customers to drive home from a dispensary while using their purchases, reduced vehicle congestion and accidents with Company employees trained in defensive driving tactics, and more.

STRATEGY & IMPLEMENTATION SUMMARY

Objectives

The Company has identified the following objectives and benchmarks as it begins operations:

Short-term

- Establish itself as a trusted delivery partner to cultivators and customers in Essex County
- Build a base of partnering dispensaries and customers large enough to sustain business

Long-term

- Enhance its client base to sustain the business and support its growth objectives
- Generate enough revenue to expand operations

Marketing Strategy

TasteBudz will leverage a sales and marketing funnel based on a dynamic marketing approach leveraging a robust online presence through its website, social media, and digital advertisements, as well as a proprietary app, grassroots marketing, and strategic partnerships with dispensaries in the area. This strategy is specifically designed to reach dispensary partners seeking to reach a broader area, as well as customers looking for convenient and efficient cannabis delivery services.

A cohesive brand identity, including a memorable logo and all necessary marketing collateral, will transmit a clear message of these values to the Company's customers and guide the development of marketing campaigns.

Brand Awareness Channels

TasteBudz will use a direct sales approach and a variety of advertising channels to increase its exposure among prospective customers and partnering businesses. Specific channels will include:

Strategic partnerships	Website
B2B word of mouth	Digital marketing
Custom app	Compliant social media

Website: The Company will create a website (tastebudzdelivery.com) to generate interest in its delivery services. This website will be search engine optimized, mobile compatible, and will include a catalogue of partnering cultivators, product descriptions, shopping cart, delivery service information, client testimony, business partner portal for current and potential partners, company profile, location, and contact information.

Email marketing: Current and prospective clients and partners will benefit from receiving strategic email updates and newsletters on a regular basis. This will provide the Company's database of clients and opt-in members with information regarding promotional specials, new products and services, upcoming events, and relevant business news. All emails will be optimized for desktop and mobile viewing, as nearly half of all emails are opened on mobile devices. Email marketing delivers the highest ROI of any digital marketing tactic: an average of \$42 per dollar spent. Over 80% of SMBs still rely on email as their primary client acquisition *and* retention channel.²⁵ Similarly, 59% of business-to-business marketers say email is their most effective channel in terms of revenue generation, while email is the third-most influential source of information for business-to-business audiences, behind only colleague recommendations and industry-specific thought leaders.²⁶

Digital marketing tactics: TasteBudz Delivery will employ strategic digital marketing strategies such as Search Engine Optimization (SEO) to organically improve the quality and volume of traffic to its website. SEO is particularly valuable because over 75% of internet users never scroll past the first page of search engines. Moreover, SEO has approximately 20-times more traffic opportunities than pay-per-click on both mobile and desktop.²⁷ And, according to BrightWeb, 50.1% of traffic on websites comes from organic search.²⁸ Currently, Google does not allow cannabis-related paid search advertising on Google Ads or Google retargeting. If/when cannabis becomes legal at the federal level and/or Google changes its policy regarding cannabis-related advertising, the Company will invest in search advertising on Google, which has been shown to produce an average

²⁵ Mohsin, Maryam. "10 Email Marketing Stats You Need..." *Oberlo*. November 2019. Source: <https://www.oberlo.com/blog/email-marketing-statistics>

²⁶ Finn, Allen. 35 Face-Melting Email Marketing Stats... Last updated July 2018. Source: <https://www.wordstream.com/blog/ws/2017/06/29/email-marketing-statistics>

²⁷ Hernandez, Alanna. "SEO Statistics that Every Marketer..." *Blue Corona*. December 2019. Source: <https://www.bluecorona.com/blog/2017-seo-statistics/>

²⁸ BrightEdge. "Organic Search Is Still the Largest Channel." Updated 2018. Source: <https://www.brightedge.com/resources/research-reports/organic-search-still-largest-channel-2017>

of \$2 in income for every \$1 spent.²⁹ Research by the software company Unbounce has also shown that pay-per-click website visitors are 50% more likely to purchase something than organic visitors.³⁰

Banner ads: The Company will create a series of banner ads to appear on partner URLs and websites like Weedmaps and Leafly. These ads will feature the Company's brand name and may include information about its services and products. The primary purpose of these banner ads will be to drive traffic to the Company's website.

Internet advertising: TasteBudz will use a combination of internet advertising methods including Pay-per-Click, Google Ads, Tags, and banner ads as well as search engine optimization of its website. The Company will also place its business information in online directories such as Weedmaps and Leafly. This effort will help generate interest in the Company from the online community and general public.

Social media: The Company will develop a distinctive and authentic, but regulated presence on social networking sites including Facebook, Instagram, and Twitter. Customers can "like" the Company on Facebook or "follow" the Company's Twitter or Instagram feed in order to gain access to special discounts or promotions. The Company will regularly monitor and interact with patients through social networking sites, and facilitate organic engagement through catchy, indexable hashtags, and distribute upcoming promotions to its following. About 68% of all internet users in the U.S. are active on social networks, while 79% of adults use Facebook.³¹ Meanwhile, 89% of all Millennial consumers are active social network users, and 63% of Millennials report using social media to stay updated on the activity of their favorite brands.³² However, because marijuana is still a Schedule 1 drug in the eyes of the federal government, all popular social

²⁹ Google. *Economic Impact: United States 2016*. March 11, 2017. Page 9. Downloadable: https://economicimpact.google.com/about/#/?sections_activeEl=introduction

³⁰ Gardner, Oli. "SEO vs PPC – Time for a Fight!." Unbounce.com. June 20, 2012. Source: <https://unbounce.com/ppc/seo-vs-ppc-infographic/>

³¹ Pew Research Center. "Social Media Update 2016" November 11, 2016. Source: <http://www.pewinternet.org/2016/11/11/social-media-update-2016/>

³² Pick, Tom. "104 fascinating social media and marketing statistics for 2014 (and 2015)." B2C. 2014. Source: <http://www.business2community.com/social-media/104-fascinating-social-media-marketing-statistics-2014-2015-01084935>

medias have established advertising policies that limit the effectiveness of marketing for marijuana businesses:³³

- Facebook's advertising policies differentiate between restricted content and prohibited content. Unfortunately for cannabis companies, promoting drugs and drug-related products, including prescription and recreational drugs, is strictly prohibited. This includes both the text and images included in ads. Due to federal restrictions, cannabis companies are prohibited from running ads even in states where cannabis is legal. Failing to comply with Facebook's advertising guidelines could, at best, get the ads shut down or, at the worst, your account deleted.
- Instagram was acquired by Facebook in 2012 and has the same advertising policies.
- Twitter similarly prohibits ads for illegal goods in its ads policies. Specifically, the Drugs and Drug Paraphernalia section lists "illegal drugs, recreational and herbal drugs, accessories associated with drug use, drug dispensaries, and depictions of hard drug use" as examples of prohibited ad content.

TasteBudz will work to comply with the policies in place on its chosen social media sites and must therefore reach and engage with its audiences without advertising. Through a smart social media strategy and dynamic, engaging organic content, the Company will maximize its organic reach.

Given the demand from marijuana businesses hindered by these advertising rules, it's no wonder marketing companies have developed workarounds that help spread brand awareness organically. These strategies are discussed further below.

The Company will research and identify major influencers and micro-influencers in the Massachusetts marijuana community who are active on social media sites such as Instagram, Pinterest, and YouTube, or who run their own blogs. These influencers have large followings and they are normally willing to accept payment or free services in exchange for product reviews and blog posts that link directly to the Company's site. Influencer marketing has been shown to be highly effective in delivering a strong return on investment for advertisers, up to 11-times the ROI of traditional advertising.³⁴ Recent research into influencers is pointing to the effectiveness of using influencers with between 1,000 and 50,000 followers, or microinfluencers. According to polling conducted by One Productions, "only 3% of people say they would consider buying a product if it were endorsed by a celebrity, but 30% of people say they are more likely to purchase a product

³³ Pickel, Jasmine. You Can Promote a Cannabis Brand... *Green Entrepreneur*. September 2018. Source: <https://www.greenentrepreneur.com/article/320031>

³⁴ Foster, Jeff. "Why Influencer Marketing is Creating Huge Returns for Businesses." *Convince & Convert*. Source: <https://tinyurl.com/yd2nxd5>.

based on a recommendation from a non-celebrity blogger.”³⁵ Influencer marketing is a viable strategy for marijuana businesses like TasteBudz Delivery to thrive on social media despite strict advertising guidelines, expanding the brand’s reach organically without the use of advertising.³⁶

Word of mouth: The advent of social media means that word travels faster than ever before between family members, peers, and colleagues who are pleased with their experiences with a particular business. The Company will actively cultivate this effective and inexpensive resource to generate interest in its fast and efficient cannabis delivery services. According to research conducted by Nielsen’s Harris Poll Online, word of mouth remains among the most trusted forms of advertising: 82% of consumers around the world say they trust earned advertising, such as word of mouth or recommendations from friends and family, above all other forms of advertising.³⁷

Apps: TasteBudz Delivery will develop a custom branded app for consumers to use on their mobile devices. Compatible with iOS and Android platforms, the Company’s app will provide a convenient, on-the-go method of engaging with TasteBudz by purchasing products, tracking orders, and scheduling deliveries. In addition, the use of apps can provide valuable targeted customer analytics, acting as a key information channel for the Company to understand its customers’ needs and behavior.

App Store Search Ads: The Company will also use Search Ads in the iOS App Store and Google AdWords in the Google Play Store to advertise its app. Search Ads are keyword-driven paid ads that place the app at the top of search results with labeling that the placement is paid. Twenty-one percent of apps are downloaded through an app search – more than any other method - with 14% of those downloaded having appeared at the top of those results.³⁸ More than 50% of people who tap on a Search Ad then download the app, meaning the average cost per install of a Search Ad is \$1. In terms of the types of brands that have been the biggest spenders on Search Ads, Apple says gaming, entertainment,

³⁵ Forer, Laura. “The Influencer Marketing Revolution: Macro Versus Micro Influencers [Infographic].” MarketingProfs. January 8, 2018. Source: <https://tinyurl.com/yapfv3xf>.

³⁶ Pickel, Jasmine. You Can Promote a Cannabis Brand... *Green Entrepreneur*. September 2018. Source: <https://www.greenentrepreneur.com/article/320031>

³⁷ Ambassador. “How Are Consumers Influenced by Referral Marketing” March 9, 2016. Source: <https://www.getambassador.com/blog/how-are-consumers-influenced-by-referral-marketing>

³⁸ Slefo, George. AdvertisingAge. “Apple’s New App Store Search Ads Have Some Brands Cashing In” November 1, 2016. Source: <http://adage.com/article/digital/brands-cashing-apple-s-app-search/306519/>

and travel are among the top categories.³⁹ Interestingly, iOS users spend 2.5 times more than Android users.⁴⁰

In-store advertising: It is essential that the Company create business-to-consumer marketing pieces to be utilized and displayed within partnering cultivator locations. This may include high-quality glossy posters on walls and windows, point of sale materials, handouts or brochures, and other eye-catching marketing pieces that articulate the quality and identity of the brand, as well as its partnership with the existing cultivators.

Direct sales: In the business-to-business world, direct advertising has always been the most effective means of reaching new customers. Nearly 70% of all B2B purchases are the result of real human interaction via the telephone or in person.⁴¹ For this reason, TasteBudz will use direct sales calls, presentations, and appointments with dispensaries throughout Massachusetts. The benefits of a direct sales approach include lower upfront marketing costs, enhanced lead generation, and immediate results.

Networking: As with any relationship-based business, the Company will benefit from participating in a number of networking opportunities that have the potential to yield new business contacts as well as nourish existing ones. TasteBudz will attend a variety of events that draw substantial numbers of prospective clients, including seminars, networking events, and conferences which provide opportunities to speak to and associate with larger audiences.

Established relationships: The Company has already established a number of business relationships that it will use to market its delivery services, generate referrals, and build its client base.

Business-to-business word of mouth: TasteBudz Delivery's commitment to offering quality service and superior products from local retailers will generate a solid and positive reputation within the industry. The Company's clients will recommend the Company's services to their friends and families. Through this simple marketing tactic, TasteBudz will become recognized as an industry leader in efficient cannabis delivery.

³⁹ Johnson, Lauren. AdWeek. "Apple's Search Ads Are Generating Conversion Rates Higher Than 50%" January 5, 2017. Source: <http://www.adweek.com/digital/apples-3-month-old-search-ads-are-generating-conversion-rates-higher-50-175364>

⁴⁰ Ibid.

⁴¹ SCi Sales Group. "10 must-know facts for better B2B telemarketing" Source: <http://www.slideshare.net/SCiSalesGroup/10-key-facts-to-improve-your-b2b-telemarketing>

Grass roots marketing: The Company recognizes that building strong, lasting relationships with the surrounding community is vital to its success. TasteBudz will engage in direct outreach with this community through special events, sponsorships, donations, and other initiatives that strengthen the community as well as TasteBudz Delivery's reputation within it.

Strategic partnerships: TasteBudz will benefit from strategic partnerships with other cannabis businesses, specifically retailers in Essex county. These partnerships will be mutually beneficial and will help increase brand awareness in the target market for both the Company and its partners.

Industry events: The Company will attend conferences, summits, and trade shows throughout the Northeast and the United States to increase brand awareness and establish valuable business partnerships.

MANAGEMENT SUMMARY

Jason Berroa, Majority-Owner

Please provide resume, CV, or bio information for all applicable management personnel for the completion of this section

FINANCIAL PROJECTIONS

Financial Assumptions

Key financial metrics are shown below.

FINANCIAL METRICS

	Year 1	Year 2	Year 3	Year 4	Year 5
PROFITABILITY					
Gross Margin/Revenue	87.8%	87.8%	87.8%	87.8%	87.8%
EBITDA/Revenue	2.4%	21.0%	21.5%	23.1%	23.6%
NET PROFIT %	0.6%	19.8%	20.5%	22.2%	22.8%
DEBT RATIOS					
Debt/Assets	0.2	0.1	0.1	0.1	0.1
Interest Coverage Ratio	5.8	62.2	69.0	83.4	100.3
Debt Service Coverage Ratio	1.8	17.7	17.4	18.3	18.5
DAYS ON HAND					
Receivables	0	0	0	0	0
Inventory	0	0	0	0	0
Payables	30	30	30	30	30

The following is a five-year revenue forecast. Direct costs include all costs which can be directly tied to revenue and include “cost of goods.”

REVENUE FORECAST

	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUE					
Customer Fees	\$546,000	\$1,228,500	\$1,774,500	\$2,320,500	\$2,866,500
Retailer Fees	\$72,800	\$163,800	\$236,600	\$309,400	\$382,200
Priority Delivery Memberships	\$72,800	\$163,800	\$236,600	\$309,400	\$382,200
Total Revenue	\$691,600	\$1,556,100	\$2,247,700	\$2,939,300	\$3,630,900
DIRECT COST OF REVENUE					
Fuel & Maintenance	\$84,448	\$190,008	\$274,456	\$358,904	\$443,352
Subtotal Cost of Revenue	\$84,448	\$190,008	\$274,456	\$358,904	\$443,352
Other Direct Cost	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$84,448	\$190,008	\$274,456	\$358,904	\$443,352
GROSS MARGIN	\$607,152	\$1,366,092	\$1,973,244	\$2,580,396	\$3,187,548
GROSS MARGIN/REVENUE	87.8%	87.8%	87.8%	87.8%	87.8%

The next table assumes a potential Massachusetts market⁴² of \$1 billion and deliveries comprising 15% of that market⁴³ to estimate projected spending per person. Based on the Company's target county population, revenue projections assume hitting 4% of the target market in Year 1 and 21% of the target market in Year 5.

MARKET ASSUMPTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected MA Market	\$1,000,000,000				
15% Delivery	\$150,000,000				
State Population	6,893,000				
Spending/Person	\$21.76				
Essex County Population	789,037	789,037	789,037	789,037	789,037
Target Market (X \$21.76)	\$17,170,398	\$17,170,398	\$17,170,398	\$17,170,398	\$17,170,398
Revenue % of Market	4%	9%	13%	17%	21%

⁴² McVey, Eli. “Chart: First Year of Adult-Use Cannabis Sales in Massachusetts Doesn’t Disappoint.” Marijuana Business Daily. December 2019. Source: <https://mjbizdaily.com/chart-first-year-adult-use-cannabis-sales-massachusetts/>

⁴³ Cachapero, Joanne. “Will Cannabis Delivery Services Save the Cannabis Retail Market.” MG Magazine. April 2020. Source: <https://mgretailer.com/business/retail-merchandise/will-delivery-services-save-the-cannabis-retail-market/>

The table below shows the units and pricing assumptions underlying the revenue forecast:

UNIT ASSUMPTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5
UNITS					
Customer Fees	36,400	81,900	118,300	154,700	191,100
Retailer Fees	36,400	81,900	118,300	154,700	191,100
Priority Delivery Memberships	364	819	1,183	1,547	1,911
UNIT PRICE					
Customer Fees	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Retailer Fees	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Priority Delivery Memberships	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

Costs per delivery assume four miles per delivery and a cost per mile of \$0.58.

DELIVERY COSTS

Miles/Delivery	4
Fuel & Maint/Mile	\$0.58
Fuel & Maint/Delivery	\$2.32

Other assumptions follow.

OTHER ASSUMPTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5
Starting Vehicles	2	3	5	7	9
New Vehicles	1	2	2	2	2
Ending Vehicles	3	5	7	9	11
Deliveries/Hour/Vehicle	4	5	5	5	5
Hours/Day/Vehicle	10	10	10	10	10
Days/Week/Vehicle	7	7	7	7	7
Weeks/Month/Vehicle	4	4	4	4	4
Total Deliveries	36,400	81,900	118,300	154,700	191,100
Total Vehicle Hours	9,100	16,380	23,660	30,940	38,220
Drivers/Passengers Req'd/Vehicle	2	2	2	2	2
Drivers/Passengers Req'd (40 Hour Weeks)	9	16	16	17	18
Priority Memberships/Deliveries	1%	1%	1%	1%	1%

The Company's personnel forecast is outlined below.

PERSONNEL FORECAST

	Year 1	Year 2	Year 3	Year 4	Year 5
STAFF COUNT PER POSITION					
Owners/Managers	2.0	2.0	2.0	2.0	2.0
Logistics Manager	1.0	1.0	1.0	1.0	1.0
Drivers/Passengers	10.5	17.5	24.5	31.5	38.5
Office Assistant	0.0	1.0	2.0	2.0	2.0
Total Staff Count	13.5	21.5	29.5	36.5	43.5
SALARY PER POSITION					
Owners/Managers	\$0	\$0	\$0	\$0	\$0
Logistics Manager	\$50,000	\$51,000	\$52,020	\$53,060	\$54,122
Drivers/Passengers	\$41,600	\$42,432	\$43,281	\$44,146	\$45,029
Office Assistant	\$0	\$45,000	\$45,900	\$46,818	\$47,754
TOTAL PAYROLL BY POSITION					
Owners/Managers	\$0	\$0	\$0	\$0	\$0
Logistics Manager	\$50,000	\$51,000	\$52,020	\$53,060	\$54,122
Drivers/Passengers	\$364,000	\$668,304	\$984,635	\$1,313,351	\$1,654,822
Office Assistant	\$0	\$45,000	\$91,800	\$93,636	\$95,509
Total Payroll	\$414,000	\$764,304	\$1,128,455	\$1,460,047	\$1,804,453
Payroll/Revenue	59.9%	49.1%	50.2%	49.7%	49.7%

The Company intends to deploy its funding to maximize growth and profitability. In the Profit and Loss table below, gross margin equals revenue minus direct costs. The “bottom line” or profit (as measured before and after interest, taxes, depreciation, and amortization) equals gross margin minus operating expenses.

PRO FORMA PROFIT & LOSS

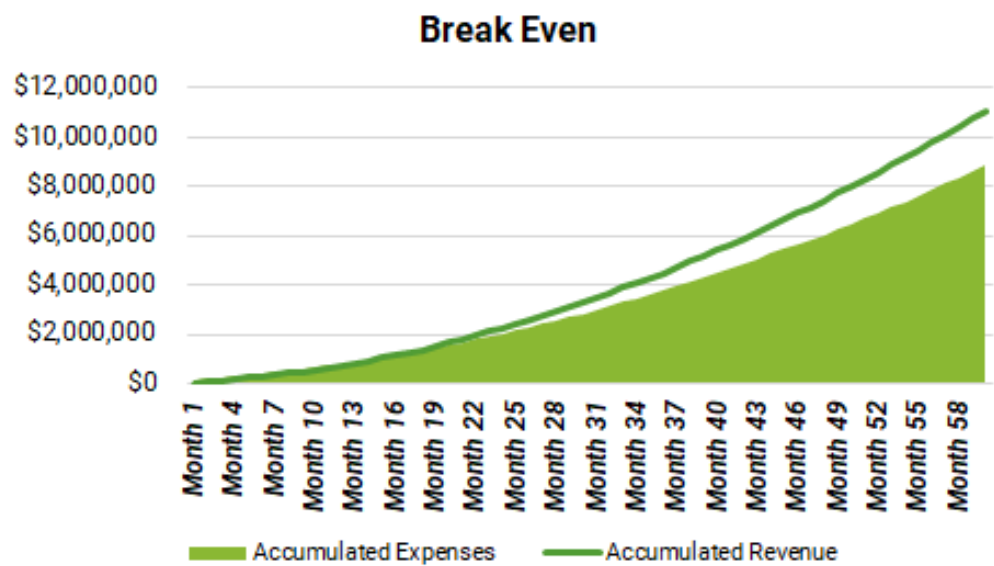
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenue	\$691,600	\$1,556,100	\$2,247,700	\$2,939,300	\$3,630,900
Total Direct Cost of Revenue	\$84,448	\$190,008	\$274,456	\$358,904	\$443,352
Gross Margin	\$607,152	\$1,366,092	\$1,973,244	\$2,580,396	\$3,187,548
Gross Margin/Revenue	87.8%	87.8%	87.8%	87.8%	87.8%
EXPENSES					
Marketing	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465
Rent	\$27,600	\$28,980	\$30,429	\$31,950	\$33,548
Utilities	\$5,520	\$5,796	\$6,086	\$6,390	\$6,710
Annual License	\$0	\$10,000	\$10,000	\$10,000	\$10,000
Legal Fees	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078
Vehicle Insurance	\$7,500	\$13,500	\$19,500	\$25,500	\$31,500
Accounting	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
App & Web Maintenance	\$12,000	\$12,600	\$13,230	\$13,892	\$14,586
Charitable Donations (1%)	\$6,916	\$15,561	\$22,477	\$29,393	\$36,309
Misc (2%)	\$13,832	\$31,122	\$44,954	\$58,786	\$72,618
Depreciation	\$9,833	\$12,633	\$15,433	\$18,233	\$21,033
Payroll Taxes & Benefits	\$62,100	\$114,646	\$169,268	\$219,007	\$270,668
Total Payroll	\$414,000	\$764,304	\$1,128,455	\$1,460,047	\$1,804,453
Total Op. Expenses	\$600,301	\$1,052,192	\$1,505,034	\$1,920,662	\$2,351,260
Profit Before Int. & Tax	\$6,851	\$313,900	\$468,210	\$659,734	\$836,288
EBITDA*	\$16,684	\$326,533	\$483,643	\$677,968	\$857,321
Interest Expense	\$2,891	\$5,249	\$7,012	\$8,128	\$8,544
Taxes Incurred	\$0	\$0	\$0	\$0	\$0
NET PROFIT	\$3,959	\$308,651	\$461,198	\$651,606	\$827,744
NET PROFIT %	0.6%	19.8%	20.5%	22.2%	22.8%

*Earnings Before Interest, Taxes, Depreciation, & Amortization

The table and chart below demonstrate when the Company is expected to become profitable. Break-even occurs when accumulated revenue equals accumulated expenses. According to the forecasted financials, month 17 will be the point at which break-even will occur.

BREAK-EVEN ANALYSIS

Break-Even Month	17
Accumulated Gross Revenue	\$1,267,933



The following depiction of the Company's projected cash flow shows that the Company expects to maintain sufficient cash balances over the five years of this plan. The "pro forma cash flow" table differs from the "pro forma profit and loss" (P&L) table. Pro forma cash flow is intended to represent the actual flow of cash in and out of the Company. In comparison, the revenue and expense projections on the P&L table include "non-cash" items and exclude funding and investment illustrations.

CASH FLOW

	Year 1	Year 2	Year 3	Year 4	Year 5
OPERATING					
Net Profit	\$3,959	\$308,651	\$461,198	\$651,606	\$827,744
Adjustments to Net Profit					
Depreciation & Amortization	\$9,833	\$12,633	\$15,433	\$18,233	\$21,033
(Increases)/Decreases in Accounts Receivable	\$0	\$0	\$0	\$0	\$0
(Additions)/Depletions of Inventory	\$0	\$0	\$0	\$0	\$0
Increases/(Decreases) in Accounts Payable	\$18,474	\$13,172	\$9,541	\$9,596	\$9,555
Net Cash From Operating Activities	\$32,267	\$334,457	\$486,172	\$679,435	\$858,333
INVESTING					
Purchase of Other Current Assets	\$0	\$0	\$0	\$0	\$0
Sale of Other Current Assets	\$0	\$0	\$0	\$0	\$0
Purchase of Land	\$0	\$0	\$0	\$0	\$0
Sale of Land	\$0	\$0	\$0	\$0	\$0
Purchase Long-Term Assets	(\$21,000)	(\$42,000)	(\$42,000)	(\$42,000)	(\$42,000)
Sale of Long-Term Assets	\$0	\$0	\$0	\$0	\$0
Net Cash From Investing Activities	(\$21,000)	(\$42,000)	(\$42,000)	(\$42,000)	(\$42,000)
FINANCING					
Investment	\$0	\$0	\$0	\$0	\$0
Dividends	\$0	\$0	\$0	\$0	\$0
New Current Borrowing	\$0	\$0	\$0	\$0	\$0
Current Borrowing Repay.	\$0	\$0	\$0	\$0	\$0
New Long-Term Liabilities	\$19,000	\$38,000	\$38,000	\$38,000	\$38,000
Long-Term Liability Repay	(\$6,287)	(\$13,230)	(\$20,768)	(\$28,952)	(\$37,837)
Net Cash From Financing Activities	\$12,713	\$24,770	\$17,232	\$9,048	\$163
Net Cash Flow	\$23,980	\$317,227	\$461,404	\$646,483	\$816,495
Beginning Cash	\$183,000	\$206,980	\$524,207	\$985,611	\$1,632,094
ENDING CASH	\$206,980	\$524,207	\$985,611	\$1,632,094	\$2,448,590

The balance sheet below highlights the Company's projected assets, liabilities, and capital:

BALANCE SHEET

	Year 1	Year 2	Year 3	Year 4	Year 5
ASSETS					
Current Assets					
Cash	\$206,980	\$524,207	\$985,611	\$1,632,094	\$2,448,590
Accounts Receivable	\$0	\$0	\$0	\$0	\$0
Inventory	\$0	\$0	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0	\$0	\$0
Total Current Assets	\$206,980	\$524,207	\$985,611	\$1,632,094	\$2,448,590
Fixed Assets					
Long-Term Assets	\$158,000	\$200,000	\$242,000	\$284,000	\$326,000
Accum. Depreciation	\$9,833	\$22,467	\$37,900	\$56,133	\$77,167
Land	\$0	\$0	\$0	\$0	\$0
Total Fixed Assets	\$148,167	\$177,533	\$204,100	\$227,867	\$248,833
Total Assets	\$355,147	\$701,740	\$1,189,711	\$1,859,961	\$2,697,423
LIABILITIES					
Current Liabilities					
Accounts Payable	\$18,474	\$31,647	\$41,188	\$50,783	\$60,339
Current Borrowing	\$0	\$0	\$0	\$0	\$0
Other Current Liabilities	\$0	\$0	\$0	\$0	\$0
Subtotal Current Liabilities	\$18,474	\$31,647	\$41,188	\$50,783	\$60,339
Long-Term Liabilities	\$40,713	\$65,483	\$82,715	\$91,763	\$91,926
Total Liabilities	\$59,187	\$97,129	\$123,902	\$142,546	\$152,264
CAPITAL					
Paid-in Capital	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Retained Earnings	(\$108,000)	(\$104,041)	\$204,611	\$665,809	\$1,317,415
Earnings	\$3,959	\$308,651	\$461,198	\$651,606	\$827,744
Total Capital	\$295,959	\$604,611	\$1,065,809	\$1,717,415	\$2,545,159
TOTAL CAPITAL + LIABILITIES	\$355,147	\$701,740	\$1,189,711	\$1,859,961	\$2,697,423

The sensitivity analysis below assumes that revenues are 15% higher or lower than figures projected earlier in this business plan:

BEST CASE SCENARIO

REVENUE IS 15% GREATER THAN PROJECTED					
	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$795,340	\$1,789,515	\$2,584,855	\$3,380,195	\$4,175,535
Cost of Goods	\$97,115	\$218,509	\$315,624	\$412,740	\$509,855
Gross Margin	\$698,225	\$1,571,006	\$2,269,231	\$2,967,455	\$3,665,680
Gross Margin/Revenue	88%	88%	88%	88%	88%
Operating Expenses	\$603,193	\$1,057,441	\$1,512,046	\$1,928,790	\$2,359,804
Net Profit	\$95,032	\$513,565	\$757,185	\$1,038,665	\$1,305,876
Net Profit/Revenue	12%	29%	29%	31%	31%
Cash Flow	\$115,053	\$364,811	\$530,615	\$743,456	\$938,970
Cash Balance	\$298,053	\$662,864	\$1,193,478	\$1,936,934	\$2,875,904

WORST CASE SCENARIO

REVENUE IS 15% LESS THAN PROJECTED					
	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	\$587,860	\$1,322,685	\$1,910,545	\$2,498,405	\$3,086,265
Cost of Goods	\$71,781	\$161,507	\$233,288	\$305,068	\$376,849
Gross Margin	\$516,079	\$1,161,178	\$1,677,257	\$2,193,337	\$2,709,416
Gross Margin/Revenue	88%	88%	88%	88%	88%
Operating Expenses	\$603,193	\$1,057,441	\$1,512,046	\$1,928,790	\$2,359,804
Net Profit	(\$87,113)	\$103,737	\$165,211	\$264,547	\$349,612
Net Profit/Revenue	-15%	8%	9%	11%	11%
Cash Flow	(\$67,093)	\$112,313	\$165,418	\$259,424	\$338,363
Cash Balance	\$115,907	\$228,220	\$393,638	\$653,062	\$991,425

APPENDIX: FIRST YEAR FINANCIALS

REVENUE FORECAST

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
REVENUE												
Customer Fees	\$36,400	\$36,400	\$36,400	\$36,400	\$36,400	\$36,400	\$54,600	\$54,600	\$54,600	\$54,600	\$54,600	\$54,600
Retailer Fees	\$4,853	\$4,853	\$4,853	\$4,853	\$4,853	\$4,853	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280
Priority Delivery Memberships	\$4,853	\$4,853	\$4,853	\$4,853	\$4,853	\$4,853	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280	\$7,280
Total Revenue	\$46,107	\$46,107	\$46,107	\$46,107	\$46,107	\$46,107	\$69,160	\$69,160	\$69,160	\$69,160	\$69,160	\$69,160
DIRECT COST OF REVENUE												
Fuel & Maintenance	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445
Subtotal Cost of Revenue	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445
Other Direct Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445
GROSS MARGIN	\$40,477	\$40,477	\$40,477	\$40,477	\$40,477	\$40,477	\$60,715	\$60,715	\$60,715	\$60,715	\$60,715	\$60,715
GROSS MARGIN/REVENUE	88%	88%	88%	88%	88%	88%	88%	88%	88%	88%	88%	88%

UNIT ASSUMPTIONS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
UNITS												
Customer Fees	2,427	2,427	2,427	2,427	2,427	2,427	3,640	3,640	3,640	3,640	3,640	3,640
Retailer Fees	2,427	2,427	2,427	2,427	2,427	2,427	3,640	3,640	3,640	3,640	3,640	3,640
Priority Delivery Memberships	24	24	24	24	24	24	36	36	36	36	36	36
UNIT PRICE												
Customer Fees	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Retailer Fees	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Priority Delivery Memberships	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

PERSONNEL FORECAST

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
STAFF COUNT PER POSITION												
Owners/Managers	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Logistics Manager	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Drivers/Passengers	7.0	7.0	7.0	7.0	7.0	7.0	10.5	10.5	10.5	10.5	10.5	10.5
Office Assistant	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Staff Count	10.0	10.0	10.0	10.0	10.0	10.0	13.5	13.5	13.5	13.5	13.5	13.5
SALARY PER POSITION												
Owners/Managers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Logistics Manager	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167
Drivers/Passengers	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467	\$3,467
Office Assistant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PAYROLL BY POSITION												
Owners/Managers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Logistics Manager	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167
Drivers/Passengers	\$24,267	\$24,267	\$24,267	\$24,267	\$24,267	\$24,267	\$36,400	\$36,400	\$36,400	\$36,400	\$36,400	\$36,400
Office Assistant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Payroll	\$28,433	\$28,433	\$28,433	\$28,433	\$28,433	\$28,433	\$40,567	\$40,567	\$40,567	\$40,567	\$40,567	\$40,567
Payroll/Revenue	61.7%	61.7%	61.7%	61.7%	61.7%	61.7%	58.7%	58.7%	58.7%	58.7%	58.7%	58.7%

PRO FORMA PROFIT & LOSS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Total Revenue	\$46,107	\$46,107	\$46,107	\$46,107	\$46,107	\$46,107	\$69,160	\$69,160	\$69,160	\$69,160	\$69,160	\$69,160
Total Direct Cost of Revenue	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$5,630	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445	\$8,445
Gross Margin	\$40,477	\$40,477	\$40,477	\$40,477	\$40,477	\$40,477	\$60,715	\$60,715	\$60,715	\$60,715	\$60,715	\$60,715
Gross Margin/Revenue	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%	87.8%
EXPENSES												
Marketing	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Rent	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300
Utilities	\$460	\$460	\$460	\$460	\$460	\$460	\$460	\$460	\$460	\$460	\$460	\$460
Annual License	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal Fees	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417
Vehicle Insurance	\$500	\$500	\$500	\$500	\$500	\$500	\$750	\$750	\$750	\$750	\$750	\$750
Accounting	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
App & Web Maintenance	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Charitable Donations (1%)	\$461	\$461	\$461	\$461	\$461	\$461	\$692	\$692	\$692	\$692	\$692	\$692
Misc (2%)	\$922	\$922	\$922	\$922	\$922	\$922	\$1,383	\$1,383	\$1,383	\$1,383	\$1,383	\$1,383
Depreciation	\$761	\$761	\$761	\$761	\$761	\$761	\$878	\$878	\$878	\$878	\$878	\$878
Payroll Taxes & Benefits	\$4,265	\$4,265	\$4,265	\$4,265	\$4,265	\$4,265	\$6,085	\$6,085	\$6,085	\$6,085	\$6,085	\$6,085
Total Payroll	\$28,433	\$28,433	\$28,433	\$28,433	\$28,433	\$28,433	\$40,567	\$40,567	\$40,567	\$40,567	\$40,567	\$40,567
Total Op. Expenses	\$42,519	\$42,519	\$42,519	\$42,519	\$42,519	\$42,519	\$57,531	\$57,531	\$57,531	\$57,531	\$57,531	\$57,531
Profit Before Int. & Tax	(\$2,043)	(\$2,043)	(\$2,043)	(\$2,043)	(\$2,043)	(\$2,043)	\$3,184	\$3,184	\$3,184	\$3,184	\$3,184	\$3,184
EBITDA*	(\$1,281)	(\$1,281)	(\$1,281)	(\$1,281)	(\$1,281)	(\$1,281)	\$4,062	\$4,062	\$4,062	\$4,062	\$4,062	\$4,062
Interest Expense	\$193	\$190	\$187	\$185	\$182	\$179	\$307	\$303	\$298	\$294	\$289	\$285
Taxes Incurred	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET PROFIT	(\$2,235)	(\$2,232)	(\$2,230)	(\$2,227)	(\$2,224)	(\$2,222)	\$2,877	\$2,882	\$2,886	\$2,891	\$2,895	\$2,900
NET PROFIT %	-4.8%	-4.8%	-4.8%	-4.8%	-4.8%	-4.8%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%

CASH FLOW

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
OPERATING												
Net Profit	(\$2,235)	(\$2,232)	(\$2,230)	(\$2,227)	(\$2,224)	(\$2,222)	\$2,877	\$2,882	\$2,886	\$2,891	\$2,895	\$2,900
Adjustments to Net Profit												
Depreciation & Amortization	\$761	\$761	\$761	\$761	\$761	\$761	\$878	\$878	\$878	\$878	\$878	\$878
(Increases)/Decreases in AR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Additions)/Depletions of Inventory	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increases/(Decreases) in AP	\$14,678	(\$3)	(\$3)	(\$3)	(\$3)	(\$3)	\$3,831	(\$4)	(\$4)	(\$4)	(\$5)	(\$5)
Net Cash From Operating Activities	\$13,204	(\$1,474)	(\$1,471)	(\$1,469)	(\$1,466)	(\$1,463)	\$7,586	\$3,755	\$3,759	\$3,764	\$3,768	\$3,773
INVESTING												
Purchase of Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sale of Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase of Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sale of Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase Long-Term Assets	\$0	\$0	\$0	\$0	\$0	\$0	(\$21,000)	\$0	\$0	\$0	\$0	\$0
Sale of Long-Term Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Cash From Investing Activities	\$0	\$0	\$0	\$0	\$0	\$0	(\$21,000)	\$0	\$0	\$0	\$0	\$0
FINANCING												
Investment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dividends	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Borrowing Repay.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Long-Term Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000	\$0	\$0	\$0	\$0	\$0
Long-Term Liability Repay	(\$379)	(\$381)	(\$384)	(\$386)	(\$389)	(\$392)	(\$651)	(\$656)	(\$660)	(\$665)	(\$669)	(\$674)
Net Cash From Financing Activities	(\$379)	(\$381)	(\$384)	(\$386)	(\$389)	(\$392)	\$18,349	(\$656)	(\$660)	(\$665)	(\$669)	(\$674)
Net Cash Flow	\$12,826	(\$1,855)	(\$1,855)	(\$1,855)	(\$1,855)	(\$1,855)	\$4,935	\$3,099	\$3,099	\$3,099	\$3,099	\$3,099
Beginning Cash	\$183,000	\$195,826	\$193,971	\$192,116	\$190,261	\$188,406	\$186,550	\$191,485	\$194,584	\$197,683	\$200,782	\$203,881
ENDING CASH	\$195,826	\$193,971	\$192,116	\$190,261	\$188,406	\$186,550	\$191,485	\$194,584	\$197,683	\$200,782	\$203,881	\$206,980

BALANCE SHEET

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
ASSETS												
Current Assets												
Cash	\$195,826	\$193,971	\$192,116	\$190,261	\$188,406	\$186,550	\$191,485	\$194,584	\$197,683	\$200,782	\$203,881	\$206,980
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inventory	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Current Assets	\$195,826	\$193,971	\$192,116	\$190,261	\$188,406	\$186,550	\$191,485	\$194,584	\$197,683	\$200,782	\$203,881	\$206,980
Fixed Assets												
Long-Term Assets	\$137,000	\$137,000	\$137,000	\$137,000	\$137,000	\$137,000	\$158,000	\$158,000	\$158,000	\$158,000	\$158,000	\$158,000
Accum. Depreciation	\$761	\$1,522	\$2,283	\$3,044	\$3,806	\$4,567	\$5,444	\$6,322	\$7,200	\$8,078	\$8,956	\$9,833
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Fixed Assets	\$136,239	\$135,478	\$134,717	\$133,956	\$133,194	\$132,433	\$152,556	\$151,678	\$150,800	\$149,922	\$149,044	\$148,167
TOTAL ASSETS	\$332,065	\$329,449	\$326,832	\$324,216	\$321,600	\$318,984	\$344,041	\$346,262	\$348,483	\$350,704	\$352,925	\$355,147
LIABILITIES												
Current Liabilities												
Accounts Payable	\$14,678	\$14,676	\$14,673	\$14,671	\$14,668	\$14,665	\$18,497	\$18,492	\$18,488	\$18,483	\$18,479	\$18,474
Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Current Liabilities	\$14,678	\$14,676	\$14,673	\$14,671	\$14,668	\$14,665	\$18,497	\$18,492	\$18,488	\$18,483	\$18,479	\$18,474
Long-Term Liabilities	\$27,621	\$27,240	\$26,856	\$26,470	\$26,081	\$25,689	\$44,038	\$43,382	\$42,721	\$42,056	\$41,387	\$40,713
Total Liabilities	\$42,300	\$41,916	\$41,530	\$41,141	\$40,749	\$40,354	\$62,534	\$61,874	\$61,209	\$60,540	\$59,866	\$59,187
CAPITAL												
Paid-in Capital	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Retained Earnings	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)	(\$108,000)
Earnings	(\$2,235)	(\$4,467)	(\$6,697)	(\$8,924)	(\$11,149)	(\$13,371)	(\$10,494)	(\$7,612)	(\$4,726)	(\$1,835)	\$1,060	\$3,959
Total Capital	\$289,765	\$287,533	\$285,303	\$283,076	\$280,851	\$278,629	\$281,506	\$284,388	\$287,274	\$290,165	\$293,060	\$295,959
TOTAL CAPITAL + LIABILITIES	\$332,065	\$329,449	\$326,832	\$324,216	\$321,600	\$318,984	\$344,041	\$346,262	\$348,483	\$350,704	\$352,925	\$355,147

Tastebudz Delivery, LLC

Plan for Obtaining Liability Insurance

I. Purpose

The purpose of this plan is to outline how Tastebudz Delivery LLC (“Tastebudz”) will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Research

Tastebudz has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

III. Plan

1. Once Tastebudz receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. Tastebudz will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
 - c. Vehicles used for pick-up and delivery shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.
2. In the event that Tastebudz cannot obtain the required insurance coverage, Tastebudz will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of these liabilities.
 - a. Tastebudz will replenish this account within ten business days of any expenditure.
3. Tastebudz will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Personnel Policies

It is TasteBudz Delivery, LLC (“TB”) 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. TB 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 TB to be involved in discriminatory practices are subject to disciplinary action and may be terminated. TB 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.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of TB 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. TB 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.

All TB policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). TB will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). TB will enforce a policy for the immediate dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to a minor according to 935 CMR 105(1)(l).

All TB 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 TB 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).

Record Keeping Procedures

TasteBudz Delivery, LLC (“TB”) 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).

TB will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. TB will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, TB will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. TB will keep these records for at least 3 years.

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 TB, 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 TB and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of TB will be available for inspection by the Commission upon request. TB’s records will be maintained in accordance with generally accepted accounting principles. TB will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

Maintaining of Financial Records

TasteBudz Delivery, LLC (“TB”) policy is 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.

TB will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). TB will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). TB will 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. TB will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If TB determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), TB will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

TB will implement separate accounting practices for marijuana and non-marijuana sales pursuant to 935 CMR 500.140(6)(f).

Following the closure of TB, all records will be kept for at least two years at the expense of TB 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).

Diversity Plan

I. Intent

TasteBudz Delivery, LLC (“TB”) is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful TB will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

II. Purpose

TB’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

TB’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

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

III. Proposed Initiatives, Goals and Metrics

GOAL 1: TasteBudz’s goal is to maintain at least 50% of our registered agents & contractor/vendors fall into at least one of the following categories:

- 60% women:
- 40% minorities:
- 30% veterans:
- 10% persons with disabilities; and
- 10% LGBTQ

Proposed Initiative: Tastebudz shall post monthly advertisements in the local newspaper, The Daily Item, stating that the establishment is looking for women, minorities or persons with disabilities to work for the establishment.

TasteBudz Delivery, LLC
Management and Operations Profile
Operating Policies and Procedures

Metrics and Evaluation: TasteBudz will count the number of individuals hired who are women, minorities and persons with disabilities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.

GOAL 2: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

Proposed Initiative: As part of its hiring plan, TB will seek to hire a workforce that is made up of 60% women, 40% minorities, 30% veterans, 10% people with disabilities, and 10% LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, TB will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as Masshire Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);
- Attend community group meetings in and around Lynn, at least two annually, to introduce TB and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

TB will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. TB will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with TB. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: TB will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. TB will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of TB. TB will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, TB will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

GOAL 3: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

TasteBudz Delivery, LLC
Management and Operations Profile
Operating Policies and Procedures

Proposed Initiative: To accomplish this goal, TB will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and LGBTQ+ individuals. (herein referred to as Plan Populations).

Metrics and Evaluation: TB will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. TB will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, TB will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce TB and address the existing hiring needs to attract a diverse array of suppliers. TB will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, TB will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with TB. TB's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services. TB will assess these percentages annually and will be able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

IV. Conclusion

TB will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by TB will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.