



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: D0100138
Original Issued Date: 03/10/2022
Issued Date: 03/10/2022
Expiration Date: 03/10/2023

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: The Corner Emporium LLC.

Phone Number: 508-735-2497 Email Address: cgp508ma@gmail.com
Business Address 1: 40 Jackson St. Business Address 2:
Business City: Worcester Business State: MA Business Zip Code: 01608
Mailing Address 1: 40 Jackson St. Mailing Address 2:
Mailing City: Worcester Mailing State: MA Mailing Zip Code: 01608

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 19.25 Percentage Of Control: 19.25
Role: Executive / Officer Other Role:
First Name: Joseph Last Name: Johnson Suffix:
Gender: Male User Defined Gender: He,Him
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity: Italian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 19.25 Percentage Of Control:
19.25
Role: Executive / Officer Other Role:
First Name: Edry Last Name: Jimenez Suffix:
Gender: Female User Defined Gender: she, her
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

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12.5

Percentage Of Control:

12.5

Role: Other (specify)

Other Role: Public Relations

First Name: James

Last Name: McBride

Suffix:

Gender: Male

User Defined Gender: he,him

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 49

Percentage of Ownership: 49

Entity Legal Name: TCI Investors LLC

Entity DBA: TCI Investors LLC

DBA City:
Boston

Entity Description: Investors for The Corner Emporium LLC.

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: TCI will provide the funding/training of The Corner Emporium LLC. to run day to day operations and sustain a successful venture.

Entity with Direct or Indirect Authority 2

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Community Growers Partnership, LLC

Entity DBA:

DBA City:
Worcester

Entity Description: Community Growers Partnership is the holding company for the interests of Joe Johnson and Edry Jiminez, who are listed as individual owners

Entity Website: N/A

Foreign Subsidiary Narrative:

Relationship Description: Community Growers Partnership is the holding company for the interests of Joe Johnson and Edry Jiminez in The Corner Emporium, LLC, as a business vehicle and shield from individual liability. Joe and Edry have been listed as Individuals with Ownership and Control on this application, and CGP is listed here out of an abundance of caution and desire for transparency.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: TCI Investors LLC.

Entity DBA:

Email: msakala1@yahoo.com

Phone: 617-962-2426

Address 1: 256 Commonwealth Ave Apt. #1

Address 2:

City: Boston

State: MA

Zip Code: 02116

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$200000 Percentage of Initial Capital: 49

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Joseph Last Name: Johnson Suffix:
Marijuana Establishment Name: The Corner Emporium LLC. Business Type: Marijuana Retailer
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

Individual 2

First Name: Edry Last Name: Jimenez Suffix:
Marijuana Establishment Name: The Corner Emporium LLC. Business Type: Marijuana Retailer
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

Individual 3

First Name: James Last Name: McBride Suffix:
Marijuana Establishment Name: The Corner Emporium LLC. Business Type: Marijuana Retailer
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 40 Jackson St. Establishment Address 2:
Establishment City: Worcester Establishment Zip Code: 01608
Approximate square footage of the establishment: 2500 How many abutters does this property have?: 50
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Adobe Scan Jun 25, 2021.pdf	pdf	60d5dd01308c7a02a1ffb31f	06/25/2021
Plan to Remain Compliant with Local Zoning	Delivery Zoning Compliance Plan.pdf	pdf	60dfa4e11159b60338d4c816	07/02/2021
Certification of Host Community Agreement	Community Attestation Form.pdf	pdf	612fa26623f64d075364db93	09/01/2021
Community Outreach Meeting Documentation	Mailing conformation receipt.pdf	pdf	612fa48eb9f60d076b8d438b	09/01/2021
Community Outreach Meeting Documentation	Exhibits A,B, and C.pdf	pdf	612fdcf18aea4607aa2accf3	09/01/2021
Community Outreach Meeting Documentation	TCE affidavit for meeting (2).pdf	pdf	618b0e4e51c4da37cbfb8bed	11/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
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Plan for Positive Impact	The Corner Diversity Plan 2020.pdf	pdf	60b252d4b6e664362922f23a	05/29/2021
Donation Acceptance Letter	The Corner Emporium Official.pdf	pdf	60b2548a47412a35e7f00486	05/29/2021
Plan for Positive Impact	TCE PIP 2.1.pdf	pdf	60dfa25484f3fe0296c40297	07/02/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Joseph **Last Name:** Johnson **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Edry **Last Name:** Jimenez **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner **Other Role:** Public relations

First Name: James **Last Name:** McBride **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: TCI Investors LLC **Entity DBA:**

Entity Description: Investment vehicle

Phone: 617-962-2426 **Email:** msakala1@yahoo.com

Primary Business Address 1: 256 Commonwealth Ave **Primary Business Address 2:** Unit 1

Primary Business City: Boston **Primary Business State:** MA **Principal Business Zip Code:** 02116

Additional Information:

Entity Background Check Information 2

Role: Other (specify) **Other Role:** Holding company for EE participants Joe Johnson and Edry Jiminez

Entity Legal Name: Community Growers Partnership **Entity DBA:**

Entity Description: Holding company for EE participants Joe Johnson and Edry Jiminez

Phone: 508-735-2497 **Email:** cgp508ma@gmail.com

Primary Business Address 1: 40 Jackson Street **Primary Business Address 2:**

Primary Business City: Worcester **Primary Business State:** MA **Principal Business Zip Code:** 01608

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Date generated: 04/05/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	ViewFile.pdf	pdf	60d0ddd3fb983a0274aa8407	06/21/2021
Secretary of Commonwealth - Certificate of Good Standing	Adobe Scan Jun 21, 2021.pdf	pdf	60d0de29504b25036f751a9c	06/21/2021
No Employee/DUA Certification Attestation	Adobe Scan Jun 21, 2021 (1).pdf	pdf	60d0e056629ad9037af1ae1c	06/21/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	articles of organization.pdf	pdf	60d0de3fddf0e402a870987d	06/21/2021
Bylaws	Second Amended and Restated Operating Agreement of The Corner Emporium.pdf	pdf	612f80e238fd570794517cea	09/01/2021
Articles of Organization	Statement of Non-Qualification for Direct Control.pdf	pdf	6169a106ff5a8a691f85b587	10/15/2021

Massachusetts Business Identification Number: 001450195

Doing-Business-As Name:

DBA Registration City: Worcester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	TCE Business Plan Delivery.pdf	pdf	5ff7413c16d57608051fbf83	01/07/2021
Plan for Liability Insurance	TCE Insurance Plan 2.0.pdf	pdf	6012ce21134ce60848756f98	01/28/2021
Proposed Timeline	TCE Delivery Timeline.docx.pdf	pdf	60d5e746629ad9037af1c345	06/25/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	The Corner Storage of Marijuana SOP.pdf	pdf	5fda238687f4c7077b6123a5	12/16/2020
Inventory procedures	The Corner Inventory Procedures SOP.pdf	pdf	5fda24ae15105a0779713f60	12/16/2020
Personnel policies	The Corner Personnel Policies and Procedures SOP.pdf	pdf	5fda268a87f4c7077b6123c7	12/16/2020
Record-keeping procedures	The Corner Recordkeeping_Maintaining Financial Records Policy SOP.pdf	pdf	5fda2710fda1250795585ee7	12/16/2020
Quality control and testing procedures	The Corner Quality Control and Testing SOP.pdf	pdf	5fda2871dd0ccd0774490620	12/16/2020
Maintenance of financial records	The Corner Recordkeeping_Maintaining Financial Records Policy SOP.pdf	pdf	5fda290e87f4c7077b6123e6	12/16/2020

Energy Compliance Plan	TCE Energy Efficiency Plan Delivery.pdf	pdf	5ff74ac136d86207eb969a55	01/07/2021
Prevention of diversion	TCE Delivery Anti-Diversion.pdf	pdf	5ff74cdce826e207c07dbff1	01/07/2021
Transportation of marijuana	TCE Transportation Delivery.pdf	pdf	5ff750c679776c07d15e80f8	01/07/2021
Prevention of diversion	TCE Delivery Anti-Diversion.pdf	pdf	5ff75ba2841ecf07f32ab6bb	01/07/2021
Energy Compliance Plan	TCE Energy Efficiency Plan Delivery.pdf	pdf	5ff75bd509cfae0810fd3bbb	01/07/2021
Delivery procedures	TCE Home Delivery SOP 2.0.pdf	pdf	6012cf4299372e0774f7374a	01/28/2021
Security plan	TCE Security Plan Delivery 2.0.pdf	pdf	6012cf7838f3c9077bbcc416	01/28/2021
Qualifications and training	Qualifications and Training 2.0.pdf	pdf	6012d5a638f3c9077bbcc458	01/28/2021
Diversity plan	Diversity Plan 2.4.pdf	pdf	61927c95d8c16731dcbe338e	11/15/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

Date generated: 04/05/2022

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MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

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:

The Corner Emporium LLC

2. Name of applicant's authorized representative:

Joseph Johnson, Manager

3. Signature of applicant's authorized representative:



4. Name of municipality:

Worcester


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

Edward M. Augustus, Jr.

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



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



8. Host community agreement execution date:



Worcester Zoning Plan

The Corner Emporium management team will be responsible for keeping up with all zoning matters and compliance thereof. The Corner Emporium representatives began meeting with the City of Worcester Police Department, City Manager's Office, and other City agencies prior to application, and has kept up an extremely close relationship with the City.

The Corner Emporium has obtained all necessary municipal special permits and Host Community Agreements required to obtain a license in the Adult Use of Marijuana program for the 40 Jackson Street Site. The Zoning Ordinance has updated to allow for a Marijuana Delivery Only Retailer.

The City issued a Special Permit for the use, which will be in effect for the duration for The Corner Emporium's occupancy of the site. Such uses are allowed by Special Permit in the "MG-2.0" zone, which is the zone where 40 Jackson Street is located. There is no intent to move the facility or operate out of any other location. The location is in compliance with all relevant zoning requirements and a Special Permit has been issued.

The governing bylaw is Worcester Zoning Bylaw Article IV, Section 15: Adult Use Marijuana. Per the Bylaw, a Special Permit grant under the aforesaid section shall lapse if not exercised within one year of issuance. TCE's progressing on the path to licensure with the CCC should be considered sufficient exercise of the Permit rights.

Renewals of the Permit are in the discretion of the Building Commissioner so long as the failure to complete work in the time period is for good cause, such as unforeseen delays in buildout or licensure. Once the permit has been exercised and recorded, it is attached to the project for the duration of the use and need not be renewed.

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): 8/9/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

7/20/2021

b. Name of publication:

Worcester
Telegram & Gazette

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:

7/20/2021

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

a. Date notice(s) mailed:

7/20/2021

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:

The Corner Emporium LLC.

Name of applicant's authorized representative:

Joseph Johnson

Signature of applicant's authorized representative:





WEST SIDE
381 CHANDLER ST
WORCESTER, MA 01602-3399
(800)275-8777

07/26/2021

11:47 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter Worcester, MA 01607 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119879318			\$3.60
Total			\$4.15
First-Class Mail® Letter Worcester, MA 01604 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878762			\$3.60
Total			\$4.15
First-Class Mail® Letter Worcester, MA 01610 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878793			\$3.60
Total			\$4.15
First-Class Mail® Letter Wanton, MA 02021 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878816			\$3.60
Total			\$4.15
First-Class Mail® Letter Worcester, MA 01608 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878854			\$3.60
Total			\$4.15
First-Class Mail® Letter Worcester, MA 01608 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878861			\$3.60
Total			\$4.15
First-Class Mail® Letter Worcester, MA 01608 Weight: 0 lb 0.30 oz Estimated Delivery Date Thu 07/29/2021	1		\$0.55
Certified Mail® Tracking #: 70200640000119878885			\$3.60
Total			\$4.15

First-Class Mail®	1	\$0.55
Letter		

Worcester, MA 01608
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	70200640000119878885	
First-Class Mail®	1	\$4.15
Letter		\$0.55

Southbridge, MA 01550
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	70200640000119878892	\$3.60
First-Class Mail®	1	\$4.15
Letter		
Worcester, MA 01601		\$0.55

Worcester, MA 01608
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	70200640000119878908	\$3.60
First-Class Mail®	1	\$4.15
Letter		
Worcester, MA 01610		\$0.55
Weight		

Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	70200640000119878915	\$3.60
First-Class Mail® Letter	1	\$4.15

Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	70200640000119878922	\$3.60
First-Class Mail® Letter	1	\$4.15

Worcester, MA 01608
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:

Total	Tracking #: 70200640000119878946	\$3.60
First-Class Mail® Letter	1	\$4.15

Worcester, MA 01608
Weight: 0' 1b 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #:
200

Total		\$3.60
First-Class Mail®	1	\$4.15
Letter		
Worcester, MA		
Weight		

First-Class Mail® 1 \$0.55
Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879028

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Manchester, NH 03101
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879325

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879349

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Leicester, MA 01524
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879394

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Worcester, MA 01606
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879417

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879431

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

Worcester, MA 01604
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®
Tracking #: \$3.60
70200640000119879448

Total \$4.15

First-Class Mail® 1 \$0.55
Letter

First-Class Mail®	1	\$0.55
Letter		
Worcester, MA 01604		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119879448		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Worcester, MA 01608		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119879462		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Worcester, MA 01608		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119879486		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Saugus, MA 01906		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119879509		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Jacksonville, FL 32202		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Fri 07/30/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119879516		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Worcester, MA 01608		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119878755		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Worcester, MA 01610		
Weight: 0 lb 0.40 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119878786		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Chelsea, MA 02150		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119878786		
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
Chelsea, MA 02150		
Weight: 0 lb 0.30 oz		
Estimated Delivery Date		
Thu 07/29/2021		
Certified Mail®		\$3.60
Tracking #:		
70200640000119878786		
Total		\$4.15

Tracking #:

70200640000119878779

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01609

Weight: 0 lb 0.40 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878809

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01606

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878823

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01608

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878830

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01610

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878984

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01610

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878960

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01610

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878953

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01606

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Thu 07/29/2021

Certified Mail® \$3.60

Tracking #:

70200640000119878939

Total \$4.15

First-Class Mail® 1 \$0.55

Letter

Worcester, MA 01604

Weight: 0 lb 0.30 oz

Estimated Delivery Date

\$0.55

Worcester, MA 01606
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119878939

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01604
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879004

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01610
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879035

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01610
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879332

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01610
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879363

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Newton Highlands, MA 02461
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879387

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01606
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

70200640000119879400

Total

\$4.15

First-Class Mail® 1
Letter

\$0.55

Worcester, MA 01610
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 07/29/2021
Certified Mail®

Tracking #: \$3.60

Certified Mail®		\$3.60
Tracking #:		
	70200640000119879400	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Worcester, MA 01610	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879424	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Worcester, MA 01610	
	Weight: 0 lb 0.40 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879455	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Canton, MA 02021	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879479	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Worcester, MA 01610	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879493	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Upton, MA 01568	
	Weight: 0 lb 0.40 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879523	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Worcester, MA 01606	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879530	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		
	Worcester, MA 01602	
	Weight: 0 lb 0.30 oz	
	Estimated Delivery Date	
	Thu 07/29/2021	
Certified Mail®		\$3.60
Tracking #:		
	70200640000119879547	
Total		\$4.15
First-Class Mail®	1	\$0.55
Letter		

Letter 1 \$0.55

Overland Park, KS 66282

Weight: 0 lb 0.40 oz

Estimated Delivery Date

Fri 07/30/2021

Certified Mail®

Tracking #:

70200640000119878878

\$3.60

Total

\$4.15

\$2 Statue Freedom

4

\$2.00

\$8.00

5c Grapes

6

\$0.05

\$0.30

Prepaid Mail

1

Worcester, MA 01608

Weight: 0 lb 0.40 oz

Acceptance Date:

Mon 07/26/2021

Tracking #:

70200640000119878977

\$0.00

Prepaid Mail

1

Worcester, MA 01610

Weight: 0 lb 0.40 oz

Acceptance Date:

Mon 07/26/2021

Tracking #:

70200640000119879370

\$0.00

Grand Total:

\$211.65

Debit Card Remitted

\$211.65

Card Name: VISA

Account #: XXXXXXXXXXXXX6702

Approval #: 004619

Transaction #: 068

Receipt #: 041745

Debit Card Purchase: \$211.65

AID: A0000000980840

AL: US DEBIT

PIN: Verified

Chip

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail

Track your Packages

Sign up for FREE @

<https://informedelivery.usps.com>

NOW HIRING. Please visit www.usps.com/careers to apply.

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

Tell us about your experience. Go to: <https://postalexperience.com/Pos> scan this code with your mobile device,



or call 1-800-410-7400

Order Confirmation

<u>Ad Order Number</u> 0000473960	<u>Customer</u> JOHNSON,JOSEPH	<u>Payor Customer</u> JOHNSON,JOSEPH	<u>PO Number</u>
<u>Sales Rep.</u> jgermaine	<u>Customer Account</u> 1000017767	<u>Payor Account</u> 1000017767	<u>Ordered By</u> Joseph Johnson
<u>Order Taker</u> jgermaine	<u>Customer Address</u> 46 FLORENCE STREET WORCESTER MA 01610 USA	<u>Payor Address</u> 46 FLORENCE STREET WORCESTER MA 01610 USA	<u>Customer Fax</u>
<u>Order Source</u> Rep	<u>Customer Phone</u> 508-735-2497	<u>Payor Phone</u> 508-735-2497	<u>Customer EMail</u> cgp508ma@gmail.com
			<u>Special Pricing</u> None

<u>Invoice Text</u>	<u>Ad Order Notes</u>	<u>Materials</u>	<u>Promo Type</u>	<u>Blind Box</u>
----------------------------	------------------------------	-------------------------	--------------------------	-------------------------

<u>Tear Sheets</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
0	\$38.25	\$0.00	\$38.25		\$0.00	\$38.25

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production Method</u>	<u>Production Notes</u>
0000473960-01	1Legal	: 1.0 X 0.7500"	<NONE>	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>	<u>Affidavits</u>	<u>Proofs</u>
		No		0	0

WYSIWYG Content

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 8/9/2021 at 6pm at 40 Jackson St. Worcester MA, 01608. The proposed cannabis delivery license is anticipated to be located at 40 Jackson St. Worcester, MA 01608. There will be an opportunity for the public to ask questions.

July 26, 2021

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
<u>Run Schedule Invoice Text</u>	<u>Sort Text</u>			
1WTG::Full Run	1Legal Notices - CLS	7/26/2021	1	\$38.25
Community Mtg, 40 Jackson St.	COMMUNITY MTG, 40 JACKSON ST.			

Order Confirmation

<u>Ad Order Number</u> 0000473960	<u>Customer</u> JOHNSON,JOSEPH	<u>Payor Customer</u> JOHNSON,JOSEPH	<u>PO Number</u>
<u>Sales Rep.</u> jgermaine	<u>Customer Account</u> 1000017767	<u>Payor Account</u> 1000017767	<u>Ordered By</u> Joseph Johnson
<u>Order Taker</u> jgermaine	<u>Customer Address</u> 46 FLORENCE STREET WORCESTER MA 01610 USA	<u>Payor Address</u> 46 FLORENCE STREET WORCESTER MA 01610 USA	<u>Customer Fax</u>
<u>Order Source</u> Rep	<u>Customer Phone</u> 508-735-2497	<u>Payor Phone</u> 508-735-2497	<u>Customer EMail</u> cgp508ma@gmail.com
			<u>Special Pricing</u> None

<u>Invoice Text</u>	<u>Ad Order Notes</u>	<u>Materials</u>	<u>Promo Type</u>	<u>Blind Box</u>
<u>Tear Sheets</u> 0	<u>Net Amount</u> \$38.25	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$38.25	<u>Payment Method</u>
				<u>Payment Amount</u> \$0.00
				<u>Amount Due</u> \$38.25

<u>Ad Number</u> 0000473960-01	<u>Ad Type</u> 1Legal	<u>Ad Size</u> : 1.0 X 0.7500"	<u>Color</u> <NONE>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u> No	<u>Pick Up</u>	<u>Affidavits</u> 0	<u>Proofs</u> 0

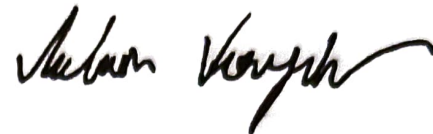
WYSIWYG Content

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 8/9/2021 at 6pm at 40 Jackson St. Worcester MA, 01608. The proposed cannabis delivery license is anticipated to be located at 40 Jackson St. Worcester, MA 01608. There will be an opportunity for the public to ask questions.

July 26, 2021

<u>Product Information</u> <u>Run Schedule Invoice Text</u>	<u>Placement/Classification</u> <u>Sort Text</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
1Legals P2W::Full Run Community Mtg, 40 Jackson St.	1Legal Notices - CLS COMMUNITY MTG, 40 JACKSON ST.	7/26/2021, 7/27/2021, 7/28/2021, 7/29/2021, 7/30/2021, 7/31/2021, 8/1/2021, 8/2/2021, 8/3/2021, 8/4/2021, 8/5/2021, 8/6/2021, 8/7/2021, 8/8/2021, 8/9/2021, 8/10/2021, 8/11/2021, 8/12/2021, 8/13/2021, 8/14/2021, 8/15/2021, 8/16/2021, 8/17/2021, 8/18/2021,	30	\$0.00

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 8/9/2021 at 6pm at 40 Jackson St. Worcester MA. 01608. The proposed cannabis delivery license is anticipated to be located at 40 Jackson St, Worcester, MA 01608. There will be an opportunity for the public to ask questions.

A handwritten signature in black ink, appearing to read "Nelson Korysh". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Affidavit of Notice to the City of Worcester Regarding Community Outreach Meeting

I Edry Jimenez, hereby swear and affirm that I provided due notice to the City of Worcester of the Community Outreach Meeting for The Corner Emporium to be held on August 9th, 2021.

I provided this notice via a hand-delivered letter to the City Clerk on July 26th, 2021, allowing for 15 days of notice, in excess of the requirement to provide 14 days notice.

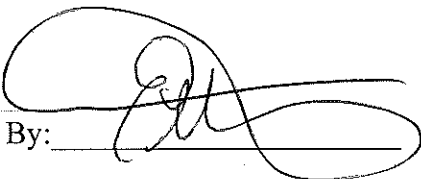
The Clerk accepted the form and signed their mark on it, evidencing their receipt thereof. Please see attached to this Affidavit a copy of the signed notice as submitted.

However, I have been informed by the City of Worcester that due to a clerical error, the notice was not stamped and was not entered into the municipal database. After consultation with the City, they have declined to back-date their acceptance of the notice.

The Clerk who signed the notice is no longer serving as City Clerk and the new Clerk is unable to confirm the date of the original receipt.


Therefore, in lieu of a stamped notice, which is not available to me after exhausting all avenues to obtain such a stamp, I have provided this sworn affidavit and a copy of the signed notice as submitted in fulfillment of the requirement to confirm that the City was provided due notice of the Community Outreach Meeting.

Sworn and executed under seal on this 9 day of November, 2021, by Edry Jimenez, under pain and penalty of perjury.

By: 

Edry Jimenez

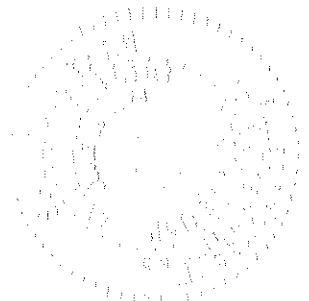
On this 9 day of November, 2021, before me, the undersigned notary public, personally appeared Edry Jimenez, proved to me through satisfactory evidence of identification, which was a Driver's License to be the person who signed this document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



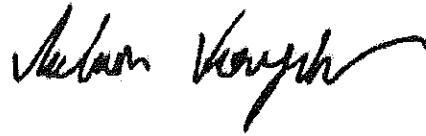
(official signature and seal of notary)



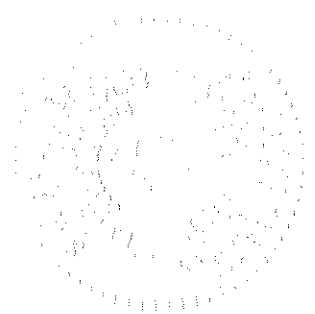
SHUBHAM GARG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 23, 2028



Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 8/9/2021 at 6pm at 40 Jackson St. Worcester MA. 01608. The proposed cannabis delivery license is anticipated to be located at 40 Jackson St, Worcester, MA 01608. There will be an opportunity for the public to ask questions.



SHUBHAM GARG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 23, 2028



THE CORNER
Diversity Plan¹

Overview	2
MEASUREMENTS	2

¹

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner’s understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.

The Corner Emporium: Diversity Plan

The Corner's diversity goals for hiring are tied to local demographics; per the table below, The Corner seeks to hire a local workforce that is at least as diverse as the community. The Corner will be inclusive to our brothers and sisters of the LGBTQ+ community in all aspects. The Corner realizes the importance of recruiting bilingual staff of most common non-English languages, in order to best serve the community and advance its universal access to cannabis and knowledge about it. The Corner's diversity goals for hiring are tied to local demographics as listed below in the Worcester area.

Municipality	Black	Asian	Hispanic	Other	population	
Worcester	11.80%	7.29%	12.30%	4.94%	185,877	

The Corner will create economic opportunity for diverse individuals and companies - specifically people of color from communities most-harmed by cannabis prohibition - by continuing to use diversity focused recruiting services. Additionally, The Corner will continue to participate in job fairs hosted by the Grafton Job Corps and Worcester Community Action Council. We will also host a job fair within our neighborhood to provide opportunities to our neighbors. The Corner will provide guidance and resources for the sealing of cannabis-related criminal records and update this information to include expungement opportunities. The Corner will present general information about the requirements of cannabis industry participation.

The Corner will positively impact areas and individuals disproportionately impacted by prior cannabis prohibition across the commonwealth, through concerted execution of The Corner's proposed Diversity Plan. Through the planned employee diversity goals and diversity oriented outreach and events we will develop policy for contracts with diverse groups and mentoring, including professional development programs. The Corner will apply all its Diversity Plans to positively impact communities to all of our future locations.

Measurements

The C.O.O will administer the plan and will be responsible for developing measurable outcomes to ensure The Corner continues to meet its commitments. Such measurable outcomes, in accordance with The Corner's goals and programs described above, include:

- Documenting any and all job advertisements placed on diverse job boards;

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.

- Completing twice annual internal employee audits and continuous diversity hiring process improvement, including progress towards diversity goals.

Beginning upon receipt of The Corner's first Provisional License from the Commission to operate a Retail marijuana establishment in the Commonwealth, The Corner will begin to 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 C.O.O will review and evaluate The Corner's measurable outcomes no less than quarterly to ensure that The Corner is meeting its commitments. The Corner is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- The Corner 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.

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.



484 Main Street #520
Worcester, MA 01608
774-386-2292

The October 8, 2020
Corner Emporium LLC
40 Jackson St
Worcester Ma 01608

To Whom It May Concern:

508 Forever Young Inc. is a 501(c)(3) non-for-profit organization that works with our at-risk youth for drug and gang prevention in hopes to catch kids early before they make poor choices in their life. I have created this organization to accomplish this important work in the city Worcester. We are pleased to have the opportunity to work with The Corner Emporium LLC to help further our mission through donations, volunteers, and support for our organization. We acknowledge and understand that The Corner Emporium LLC is a Cannabis Establishment.

Sincerely,

Woodrow Adams, Jr.,
President

The Corner Emporium

Plan to Positively Impact Areas of Disproportionate Impact v2.1

The Corner Emporium (TCE) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment preference, and the use of suppliers, contractors and other partners.

TCE 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 TCE will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Our Retail facility is located in the City of Worcester. This community is designated as one of the "Areas of Disproportionate Impact". It is our plan to engage as employees, suppliers, contractors and other partners from Worcester and other Areas of Disproportionate Impact along with individuals and companies identified below in our Program Populations.

Plan for Positive Impact Populations ("Program Populations") and target staffing figures:

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, specifically Worcester. (10%);
2. Commission-designated Economic Empowerment Priority applicants (10%);
3. Commission-designated Social Equity Program participants (10%);
4. Massachusetts residents who have past drug convictions (5%); and
5. Massachusetts residents with parents or spouses who have drug convictions (5%)

EMPLOYMENT PROGRAM

Goals- Our goal for the Employment Program is to provide access to the legal marijuana industry to those populations that have been negatively affected by marijuana prohibition through employment with our company. We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined above.

Program- Our employment program will target our Program Populations with employment offers and will give hiring preference to these individuals.

1. TCE will give hiring preference to individuals who meet the Program Populations that are outlined above.

2. TCE will engage with Grafton Job Core and the Worcester Community Action Council TCE will post all job posing through these organizations and will engage in job fairs and other services that are offered.

a. Within 60 days of our receipt of Provisional License we will hold our first job fair.

b. As our facilities expand we will hold subsequent job fairs as needed.

3. All job postings will also be posted in the through the Worcester Telegram and Gazettre. This newspaper serves Worcester, which is designated as Areas of Disproportionate Impact.

a. All job postings will promote our priority hiring policy for individuals who meet the Program Populations outlined above.

Measurements- We will measure the success of the Employment Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;

2. The number and percentage of job applicants that meet the Program Population criteria;

3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and

4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER, CONTRACTOR and PARTNER PROGRAM

Goals- Our goals is to enhance access to the marijuana industry for the suppliers, contractors and Marijuana Establishments that have been negatively affected by marijuana prohibition. Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- This program is aimed at providing a positive impact to individuals or companies whose owners or employees meet the Program Populations outlined above, by engaging with these companies as suppliers, contractors and industry partners.

1. TCE will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.

2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.

3. We will give priority to Commission-designated Economic Empowerment Priority applicants when sourcing wholesale products.

Measurement- We will measure the success of the Supplier, Contractor and Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. 60 days prior to our license renewal (from provisional license) and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have contracted with as our wholesale partners; and
5. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have engaged with that did not result in a wholesale agreement and the reasons why.

D

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)

Federal Identification No.: Intentionally Omitted

(1) The exact name of the limited liability company:

THE CORNER EMPORIUM LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

40 JACKSON STREET, WORCESTER, MA 01608

(3) The general character of the business:

Engage in the retail sale of cannabis products for recreational and/or medicinal purposes within Massachusetts as well as engage in any other lawful activity for which limited liability companies may be formed under the Act as long as such activity is not inconsistent with Massachusetts law regarding the cultivation, manufacture, and sale of cannabis and cannabis-based products.

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME	ADDRESS
JOSEPH JOHNSON	40 JACKSON STREET WORCESTER MA 01608

(6) The name and business address, if different from office location, of each manager, if any:

NAME	ADDRESS
JOSEPH JOHNSON	40 JACKSON STREET WORCESTER MA 01608
EDRY JIMENEZ	40 JACKSON STREET WORCESTER MA 01608

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

NAME

ADDRESS

None

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

JOSEPH JOHNSON

40 JACKSON STREET WORCESTER MA 01608

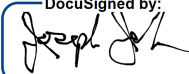
EDRY JIMENEZ

40 JACKSON STREET WORCESTER MA 01608

- (9) Additional matters:

None

Signed by *(by at least one authorized signatory)*:

DocuSigned by:

EAF56204BEBB445...

Consent of resident agent:

I **JOSEPH JOHNSON**

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate (General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$_____ having been paid, said application is deemed to have been filed with me this

_____ day of _____, 20 _____, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Bowditch & Dewey, LLP/Attn: Brian O. Allen, Paralegal

311 Main Street, P.O. Box 15156

Worcester, MA 01615

Telephone: (508) 926-3335 x3335

Email: ballen@bowditch.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**THE SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
THE CORNER EMPORIUM, LLC**

This Second Amended and Restated Limited Liability Company Agreement (this “Agreement”) of The Corner Emporium LLC, a Massachusetts limited liability company (the “Company”), is entered into effective as of the 6th day of April, 2021, by and among the Members and Manager of the Company and is also binding upon any other Person admitted in accordance with this Agreement as a Member or Manager of the Company from time to time.

Introduction.

This Agreement is being entered into to amend and restate the Amended and Restated Limited Liability Company Agreement, dated November 10, 2020 (the “Prior Agreement”), of the Company and to provide for, among other things, the governance of the Company and restrictions on the transfer of the Company’s Interests.

Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in Article VIII of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I.
NAME; BUSINESS; TERM**

1.1 Name; Jurisdiction of Organization. The name of the Company is The Corner Emporium LLC. The Company is a limited liability company organized under the Massachusetts Limited Liability Company Act (the “Act”). The Company was formed on July 28, 2020 by the filing of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

1.2 Business. The general character of the business of the Company is to hold tangible and intangible assets and engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and to operate its business.

1.3 Office; Agent for Service of Process. The principal place of business of the Company shall be 40 Jackson Street, Worcester, Massachusetts 01608 or such other place as the Board of Managers shall determine from time to time. As of the date of this Agreement, the office of the Company in the Commonwealth of Massachusetts and the name and address of the Company’s agent for service of process is: Joseph Johnson, 40 Jackson Street, Worcester, Massachusetts 01608.

1.4 Term. The Company shall continue in existence until terminated and liquidated in accordance with this Agreement. The Board of Managers and/or any Person(s) authorized in writing by the Board of Managers shall wind up the Company's affairs in accordance with the Act and this Agreement.

1.5 Construction of Agreement. The rights, powers, privileges, obligations, duties and liabilities of the Members and Managers shall be determined pursuant to this Agreement and the Act. To the extent that the rights, powers, privileges, obligations, duties or liabilities of any Member or Manager are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the maximum extent permitted by the Act, control.

ARTICLE II. MANAGEMENT

2.1 General. The Company and its business and affairs shall be exclusively managed by its Board of Managers (as used herein, "Managers" has the meaning given to it in the Act) in accordance with the provisions of this Article II. Except as otherwise expressly set forth in this Agreement, the Members, as such, shall have no (a) authority to act for or bind the Company, (b) voting or approval rights of any kind or (c) ability or right to exercise any of the rights, powers or privileges under the Act. Except as otherwise expressly set forth in this Agreement, the approval of the Members shall not be required for the Company to engage in any transaction or to perform any other act, statutory or otherwise.

2.2 Board of Managers; Duties.

(a) All actions by the Company that would require approval of a corporate board of directors or shareholders of a corporation under Massachusetts law shall require approval of the Company's Board of Managers. Subject to the provisions of this Agreement, the Board of Managers shall have the authority to exercise all rights, powers and privileges granted by the Act, any other applicable law and this Agreement with respect to the Company and its business and affairs.

(b) Each of the Members and the Company acknowledges and agrees that (i) each Manager does not have any duties (including fiduciary duties) to the Company, any Subsidiary or any other Member, nor shall any Member have any such duty, and (ii) each Member hereby acknowledges and agrees that each Manager, in determining whether or not to vote in support of or against any particular decision for which the Board of Managers' consent is required, may act in and consider the best interest of the Member(s) who designated such Manager and shall not be required to act in or consider the best interests of the Company, any Subsidiary or the other Members. Each of the Members and the Company agrees that any duties (including fiduciary duties), whether express or implied, of a Manager to the Company, any Subsidiary or to any other Member that would otherwise apply at law or in equity are hereby eliminated to the fullest extent permitted under the Act (including Section 63(b) of the Act) and any other applicable law, and each Member hereby waives all rights to, and releases each Manager from, any such duties. Notwithstanding anything to the contrary contained in this Agreement, (i) the foregoing shall not eliminate or limit the obligation of the Members or any Manager to act in compliance with the

express terms of this Agreement, and (ii) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing of the Members. Nothing contained in this Agreement shall be deemed to constitute any Manager or Member an agent or legal representative of any other Member or to create any fiduciary relationship for any purpose whatsoever, apart from such obligations between the members of a limited liability company as may be required by the Act notwithstanding the express provisions of this Agreement. A Member shall not have any authority to act for, or to assume any obligation or responsibility on behalf of, any other Member, the Company or any Subsidiary.

2.3 Appointment of Managers. The Company shall be managed by a Board of Managers (each, a “Manager” and collectively, the “Board of Managers”) which shall be comprised of the individuals listed on Exhibit D, appointed as follows:

(a) Two Managers shall be appointed by the holders of the CGP Units (“CGP Managers”);

(b) Three Managers shall be appointed by the holders of the TCI Units (“TCI Managers”); and

(c) Upon the earlier of the third (3rd) anniversary of the opening of the first (1st) retail sales operation or the opening of a second (2nd) retail sales operation, the holders of the CGP Units shall have the right to appoint a third (3rd) CGP Manager to the Board of Managers (the “3rd CGP Manager”).

2.4 Removal of Managers. Any Person on the Board of Managers may be removed and replaced at any time for any or no reason, only by the holders of the CGP Units or the holders of the TCI Units, as applicable, that appointed such Manager in accordance with Section 2.3 above.

2.5 Meetings; Notice. Regular meetings of the Board of Managers shall be held in accordance with a schedule agreed upon in advance, at any time and in any place designated in the notice of meeting. Special meetings of the Board of Managers may be held at any time and in any place designated in the notice of meeting and may be called by any Manager. It shall be reasonable and sufficient notice to a Manager to send notice by overnight courier at least forty-eight (48) hours before the meeting, or by facsimile or electronic mail at least twenty-four (24) hours before the meeting, addressed to him at his usual or last known business or residence address, facsimile or electronic mail address, as applicable, or to give notice to him in person or by telephone at least twenty-four (24) hours before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

2.6 Quorum. Except as otherwise provided herein, at any meeting of the Board of Managers, a majority of the Managers then in office shall constitute a quorum; provided however, that (a) initially, at least two TCI Managers and one CGP Manager must be present to constitute a

quorum and (b) after a 3rd CGP Manager is appointed pursuant to Section 2.3(c), at least two (2) TCI Managers and at least two (2) CGP Managers must be present to constitute a quorum.

2.7 Voting; Deadlock Procedure.

(a) Each member of the Board of Managers shall be entitled to vote at meetings of the Board of Managers at which a quorum is present, and the vote of a majority of the members of the Board of Managers present at such meeting shall constitute an action by the Board of Managers, except as may be otherwise specifically provided in this Agreement or by law. Notwithstanding the foregoing, in the event any matter presented for approval by the Board of Managers is a self-interested transaction with respect to one or more Managers and not the other Managers, the Manager(s) having the interest in the transaction shall abstain from the vote or consent on such matter. As an illustration and not a limitation, the following matters require only the vote of a majority of the Board of Managers:

- (i) Adoption of an annual operating Budget (as defined in Section 6.5(b)(iii));
- (ii) Appointing officers;
- (iii) Incurring any expense or obligations other than the expenses included in the Annual Operating Budget;
- (iv) Incurring modifying, renewing or guarantying any indebtedness of the Company;
- (v) Issuing any additional Units if there is a Capital Need;
- (vi) Declaring or making any distributions to Unit holders;
- (vii) Change in Control transactions or acquisition of assets;
- (viii) Institution, defense or settlement of any litigation;
- (ix) Redeeming or repurchasing member interest; or
- (x) Dissolution or liquidation of the Company.

(b) If at two successive meetings of the Board of Managers, the Managers are unable to reach a decision by the required vote regarding an issue submitted for consideration to the Board of Managers (a “Dispute”) at such meetings (a “Deadlock”), the Board shall refer the matter subject to JAMS or its successor, or any other mutually agreeable dispute resolution organization (“JAMS”) for mediation in accordance with the JAMS’ rules. The parties shall cooperate with one another to select promptly under the JAMS’ rules a mediator who is a former judge or attorney with experience resolving complex commercial disputes (the “Mediator”). Each party shall meet at least once with the other and the Mediator and shall negotiate in a commercially reasonable manner for a period of fifteen (15) days in an effort to resolve the Dispute. If the parties

cannot reach an agreement with the fifteen (15) day period, then the parties shall follow the dispute resolution procedures outlined in Section 7.11.

2.8 Actions Requiring Super Majority Vote. The Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Agreement) the written consent of a Super Majority Interest (for purposes of this Agreement, a “Super Majority Interest” means the holders of two-thirds (2/3) of the issued and outstanding Units of the Company), and any such act or transaction entered into without such consent shall be null and void *ab initio*, and of no force and effect:

(a) amend, alter or repeal any material provision of this Agreement, unless specifically addressed in Section 2.7 above;

(b) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(c) amend the Certificate of Organization of the Company;

(d) increase or decrease the Board of Managers, except as provided for in Section 2.3 of this Agreement;

(e) increase or decrease the Membership of the Company, except in the case of an issuance of Units as a result of a Capital Need;

(f) change the fiscal year of the Company; and

(g) allow either the CGP Unit holders or the TCI Unit holders to sell their membership interest prior to the third (3rd) anniversary of the date hereof.

2.9 Participation by Conference Telephone. Any one or more of the members of the Board of Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communication device that allows all Persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be the equivalent of being present in person at such meeting.

2.10 Action by Members of the Board of Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting if one or more proposed written consents, setting forth the action so taken or to be taken: (i) is sent to all members of the Board of Managers, (ii) is signed or consented to via electronic mail by the members of the Board of Managers whose consent would be required to approve such action if considered for approval at a meeting of the Board of Managers at which a quorum was present, and (iii) such signed written consent, and any consents made via electronic mail related thereto, are included in the Company’s permanent records. Action taken under this Section 2.10 shall be effective when all required members of the Board of Managers have signed the proposed written consent or counterpart thereof, or have consented via electronic mail, unless the written consent specifies that it is effective as of an earlier or later date. The written consent on any matter pursuant to this Section 2.10 has the same force and effect as if such matter was

voted upon at a duly called meeting of the Board of Managers and may be described as such in any document or instrument.

2.11 Officers. The Company may have such officers, representatives and agents as are appointed from time to time by the Board of Managers with such duties and responsibilities as the Board of Managers determines in its reasonable discretion. Without limiting the generality of the foregoing, the Company may have a chairman, a chief executive officer, a president, a chief operating officer, a chief financial officer, a treasurer, one or more vice presidents, and a secretary, each of whom shall, unless otherwise directed by the Board of Managers, have the powers normally associated with such officers of a Massachusetts corporation. Any number of offices may be held by the same person, as the Board of Managers may determine. Unless otherwise provided in the appointment of any officer, each officer shall be chosen for a term which shall continue until such officer's successor shall have been chosen and qualified or such officer's earlier resignation or removal by the Board of Managers. The initial officers of the Company shall be as stated on **Exhibit A**.

2.12 Officer Responsibilities and Deliverables: The Officers shall report to the Board of Managers and shall have the following responsibilities and deliverables:

(a) Manage the day to day operations of the business, including the buildout, opening and operation of the Company's retail locations;

(b) An initial strategic plan, with capital and operating budgets for the use of the Initial Capital Contribution, thirty (30) days prior to the funding of the Second Capital Contribution;

(c) Annual operating budget for the Company sixty (60) days prior to the end of each fiscal year of the Company; and

(d) Annual audited financial statement of the Company within ninety (90) days of the end of each fiscal year of the Company.

2.13 Third-Party Consultant. The Board of Managers shall engage a Third-Party, who shall be acceptable to TCI and CGP, to work with the Officers of the Company. Unless otherwise provided the Third-Party Consultant shall be engaged during the start-up period prior to the opening of the initial store and during the first (1st) year of operations of retail sales operation. Any extension beyond the initial term will require approval of the Board of Managers. The scope of work for the Third-Party Consultant shall include but not be limited to the following:

(a) Support and oversight of building or renovation of retail locations;

(b) Store design;

(c) Support, management and oversight of marketing and advertising (excluding payments to third parties);

(d) Management training on the day-to-day management of the Company;

- (e) Software and technology sourcing, implementation, and management;
- (f) Inventory purchasing through negotiated supply agreements;
- (g) Inventory management;
- (h) Logistics management;
- (i) Internal controls;
- (j) Security monitoring; and
- (k) Regulations compliance management.

2.14 Indemnification. Each Member, Manager and officer of the Company, and each of their Affiliates (an “Indemnified Person”) shall be entitled to indemnification from the Company from and against any and all claims, demands, losses, judgments, fines, penalties, liabilities and expenses (collectively, a “Claim”) actually and reasonably incurred by such Indemnified Person as a result of any act performed or omitted to be performed by such Indemnified Person (1) as a Member, Manager or officer under this Agreement or as a member, other equity holder, manager or officer of any Related Company within the authority granted by this Agreement or such Related Company’s organizational documents or (2) on behalf of the Company, any Member or any Related Company in connection with the business of the Company or any Related Company, provided that (a) such Indemnified Person acted in good faith and in a manner that such Indemnified Person reasonably believed was in the best interests of the Company, (b) such Indemnified Person’s conduct did not constitute gross negligence or willful misconduct, and (c) such Indemnified Person’s conduct did not constitute a material breach of this Agreement. This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the Company when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder, provided that if the Company elects to assume the defense of any Indemnified Person in respect of such Claim, the Company shall no longer be obligated to reimburse the Indemnified Person for such expenses. This right to indemnification shall not be exclusive of or affect any other rights which any Indemnified Person may have, and shall inure to the benefit of the heirs, executors and administrators of an Indemnified Person. This right to indemnification shall continue in effect regardless of whether an Indemnified Person continues to serve as a Member, Manager or officer. The Company may, in the sole discretion of the Board of Managers, indemnify any other Person to the extent the Board of Managers deems advisable. No amendment or repeal of this Section 2.14 shall have any effect on a Person’s rights under this Section 2.14 with respect to any act or omission occurring prior to such amendment or repeal.

2.15 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or any Member or Manager for any loss that arises out of any act performed or omitted to be performed by such Indemnified Person within the authority granted by this Agreement, other than any loss that results from the Indemnified Person’s failure to act in good

faith, gross negligence, willful misconduct or material breach of this Agreement. No amendment or repeal of this Section 2.15 shall have any effect on an Indemnified Person's rights under this Section 2.15 with respect to any act or omission occurring prior to such amendment or repeal.

2.16 Reliance. Each 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 such Manager reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or income or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

2.17 Duties. Each Manager, in his or her capacity as a Manager, shall perform such Manager's duties hereunder in good faith and in accordance with the terms of this Agreement. The exercise by any Manager or Member of any of their respective rights, elections, powers or privileges hereunder in accordance with the provisions of 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 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.

ARTICLE III. MEMBERS; LIMITED LIABILITY; CAPITAL

3.1 Members. The name and address of each Member is set forth on Exhibit A hereto (as the same may be amended from time to time). Such address may be changed by the Board of Managers to reflect a change in the address of any Member upon notice from such Member of a change of address.

3.2 Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, expense, obligation or liability of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company.

3.3 Capital.

(a) As of the date of this Agreement, there is only one type of membership Interests in the Company, called "Units." A total of 100,000 Units have been authorized. A vote of (1) a Super Majority Interest or (2) in the case of a Capital Need, the Board of Managers, shall have the authority to (i) cause the Company to issue additional Interests (including new Interests created by the Board of Managers) and (ii) amend this Agreement and the Register to reflect the rights, powers, privileges, duties and obligations of the additional Interests so issued, the admission of any additional Members and/or the increase in the Interests of existing Members in connection with such issuance. As a condition to the issuance of additional Interests to any Person not a

Member of the Company, such Person shall be required to execute and deliver to the Company a Joinder Agreement substantially in the form attached hereto as **Exhibit B**.

(b) The initial capital contributions (the “Capital Contributions”) of the Members are recorded in the records maintained by the Company. The form of each Capital Contribution, and the agreed value attributable thereto in the case of a Capital Contribution not made in cash, are below. The number of Units currently held by the Members are set forth in the Register of Unit Ownership (the “Register”) maintained by the Board of Managers, which is attached as **Exhibit C**. The Register (and **Exhibit C**) shall be amended from time to time by the Board of Managers to reflect transfers of Units and the issuance of new Units in accordance with this Agreement. No interest shall accrue on any contributions to the capital of the Company.

(i) CGP has made a capital contribution in the form of its contribution, assignment and/or conveyance of certain rights and assets, including without limitation its rights to a host community agreement with the City of Worcester, its license to operate a cannabis facility within the Commonwealth of Massachusetts, a lease to space located at 40 Jackson Street, Worcester, Massachusetts or other suitable location (“Initial Location”), and other related rights, permits and authority related to the anticipated operation of a retail sales operation at the Initial Location. The contribution is valued in the amount of \$1,301,020.41.

(ii) TCI has made a capital contribution to the Company in the form of cash in the amount of \$200,000 made upon the execution of this Agreement. TCI has also committed to a second capital contribution in the amount of \$1,050,000 (“Second Capital Contribution”), which will be contributed upon the satisfaction of the following milestones and the receipt of any government approvals associated with such milestones:

A. Receipt of a provisional use license from the Cannabis Control Commission of the Commonwealth of Massachusetts (the “CCC”);

B. Receipt of a building permit for the construction of the Initial Location;

C. Presentation of a budget detailing the proposed use of Company capital in connection with completing the building and opening of the Initial Location in accordance with the items listed in Section 3.3(b)(ii)(A) and (B) above.

(iii) The failure of CGP or TCI to fund these initial Capital Contributions shall, under certain circumstances, trigger a two to one dilution of the non-funding Unit holder’s Units in the Company. Specifically, if (a) TCI fails to pay the funds committed to the Second Capital Contribution within ninety (90) days after receipt of a written notice from an officer of the Company specifying that all conditions to such financing have been met, and (b) the Company raises the same amount of replacement funds from other third parties that are not introduced to the Company by TCI or its managers, investors or controlled Affiliates, then the Company, at its option, may reduce TCI’s Units by fifty

percent (50%) and update **Exhibit C** accordingly. Any such Units that were initially registered in TCI's name and subsequently reduced pursuant to this Section 3.3(b)(iii) shall be deemed cancelled and void. For the avoidance of doubt, if TCI's Units are diluted pursuant to this Section 3.3(b)(iii), TCI will still maintain at least one TCI Manager on the Board of Managers.

(c) Any additional Capital Contributions ("Additional Capital Contributions") of the Members shall require approval of a majority of the Board of Managers. Upon approval by the Board of Managers, each Member shall make an additional Capital Contribution pro rata in accordance with their respective ownership interest, and any Capital Contribution made by TCI shall be matched by CGP. In the case of such Additional Capital Contributions made by TCI, CGP may be allowed to issue a preferred note in favor of TCI for its pro-rata share of its Additional Capital Contribution ("Preferred Note"); provided, however, that no such Preferred Note may be issued pursuant to this Section 3.3(c) after the appointment of a 3rd CGP Manager, without TCI's prior written consent which it may withhold in its sole discretion. Any such Preferred Note shall accrue annual interest at a rate of ten percent (10%) per annum, compounding annually, and shall mature upon the earlier of (i) five years as of the date hereof and (ii) a change in control transaction.

3.4 Resignation or Termination of Membership; Return of Capital. No Member shall resign as a Member or terminate such Member's membership in the Company for any reason except as expressly permitted by this Agreement or have any right to distributions respecting such Member's Interest (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth in this Agreement. No Member shall have the right to demand or receive property other than cash in return for such Member's Capital Contribution.

3.5 Investment Activities and Restrictions.

(a) Prior to the third (3rd) anniversary of the date of this Agreement CGP and its Affiliates may not invest in, directly or indirectly, or partner with or otherwise provide material assistance to any Person other than TCI that engages in activities similar to or in competition with the Business, including without limitation the cultivation, manufacture, distribution and delivery of cannabis products, without the prior written consent of TCI.

(b) No member shall enter into any transaction that would cause the Company to be in violation of the terms and conditions of its license(s) issued by the Cannabis Control Commission of the Commonwealth of Massachusetts and/or any other Massachusetts agency vested with the authority to license or otherwise regulate cannabis-related businesses or that would cause the Company to be in violation of any applicable Massachusetts statute or regulation governing the cultivation, manufacture, sale or distribution of cannabis or cannabis-related products.

(c) Members shall have no obligation to devote any time or effort to the operations of the Company solely as a result of being a Member.

ARTICLE IV. DISTRIBUTIONS

4.1 Timing of Distributions. The Members shall be entitled to receive distributions from the Company only at the following times:

(a) **Distributions on Liquidation of Company.** Upon the liquidation of the Company, the Company shall first promptly pay or make provision for the payment of all of the liabilities of the Company, including the establishment of such reserves as the Board of Managers shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Section 4.2. The Members agree that any Proposed Sale shall be deemed a liquidation of the Company and the proceeds from the Proposed Sale shall be distributed among the Members in accordance with the provisions of Section 4.2 of this Agreement.

(b) **Other Distributions.** All other distributions of cash or property shall be made in accordance with Section 4.2 at such times and in such aggregate amounts as the Board of Managers shall determine after providing a reserve for reasonably anticipated operating expenses and capital investments of the Company.

4.2 Priority of Distributions. Distributions shall be made to the holders of all Units in the following order: (a) first to the holders of Units who have contributed cash to the Company in an aggregate amount equal to their cash capital contributions as specified on Exhibit C, pro rata among all such holders in proportion to their aggregate cash capital contributions as specified on Exhibit C, and (b) thereafter, to the holders of Units, pro rata in proportion to the number of Units held by each such holder; provided however, that any distributions made pursuant to this Section 4.2 to a borrower under a Preferred Note issued in accordance with Section 3.3(c) shall be paid over to the lender of such Preferred Note, until all amounts due and payable pursuant to the Preferred Note are paid in full, before any payments pursuant to this Section 4.2 are paid to the borrower under such Preferred Note. Payments made to a lender under a Preferred Note pursuant to this Section 4.2 shall be treated by all parties as a distribution to the borrower under such Preferred Note and a subsequent payment by such borrower to the lender thereunder.

4.3 Withholding Against Distributions. The Company shall have the right to withhold from any distribution to a Member the amount of any Federal, state, local or foreign tax required by the taxing jurisdiction imposing the obligation that amounts be withheld from or with respect to Company distributions, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. The Company shall also have the right to withhold from any distribution to a Member the amount of any unpaid obligation of such Member to the Company or any of its Subsidiaries, and any amounts so withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

4.4 No Violation of Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any

former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the Company for the amount of such distribution to the extent required by the Act or such law.

4.5 Non-Cash Distributions. The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined by the Board of Managers acting in good faith in the exercise of its reasonable business judgment. Any such distribution of non-cash assets shall be pro rata, as nearly as practicable, in accordance with the other provisions of this Agreement.

ARTICLE V. TRANSFER RESTRICTIONS; DRAG-ALONG AND OTHER RIGHTS

5.1 Transfer of Units, Generally.

(a) **Blanket Transfer Restrictions.** No Member may Transfer any Units without the written consent of a Super Majority Interest prior to the third (3rd) anniversary of the date of this Agreement. After the written consent of a Super Majority Interest has granted approval or after the third (3rd) anniversary of this Agreement, no Member may Transfer any Units without first giving the Company a Right of First Refusal to purchase all or a portion of the Units that such Member may propose to transfer at the same price and on the same terms and conditions as those offered to a Proposed Transferee.

(b) In the event the Company declines to exercise its Right of First Refusal, no Member shall: (i) except in the context of a sale of all or substantially all outstanding Units of the Company approved by the Board of Managers, Transfer any Units to (A) any Person that, in the opinion of the Board of Managers, directly or indirectly competes with the business of the Company or (B) any equity holder, officer, director, manager, employee, agent, fiduciary or other representative of any such Person, (ii) create or suffer to exist any Encumbrance against any Units in favor of any party described in subsection (i) above, or (iii) Transfer any Units if such Transfer would constitute a violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state securities laws or regulations or any CCC regulations. As a condition precedent to any permitted Transfer of Units, the Board of Managers may require delivery to the Company, at the proposed transferor's expense, of an opinion of counsel satisfactory to the Board of Managers stating that the proposed Transfer would not result in the occurrence of any of the prohibited consequences set forth above in Section 5.1(b)(iii).

(c) **Permitted Transfers.** Subject to Section 5.1(b)(i)-(iii), but any other provision to the contrary set forth elsewhere in this Agreement notwithstanding, a Member may freely Transfer to any Permitted Transferee (as defined below), without restriction and without obtaining any consents or Approvals of any kind, all or part of that Member's Units, and shall have the right to fully substitute such Permitted Transferee as the owner for all purposes and in all respects of the Transfer Units so that, upon the consummation of the Transfer, subject to Section 5.1(d) below, the Permitted Transferee shall be deemed a Substituted Member for purposes of this Agreement (such Transfer, a "Permitted Transfer"). For purposes of this Section 5.1(c), "Permitted Transferee" means, (i) with respect to any individual Member transferor, such Member's spouse, spouse's child, parent, sibling or lineal descendant (or an Affiliate thereof), or any other relative

approved by the Board of Managers, an entity in which such Member holds substantially all of the equity interests or a trust established primarily for the benefit of any of the foregoing Persons, and (ii) with respect to any Member that is an organization or trust, such Member's equity owners or beneficiaries or an Affiliate of such Member, any such equity owner or any such beneficiary. Notwithstanding the foregoing, no party hereto shall avoid the provisions of this Agreement by making one or more transfers to Permitted Transferees and then disposing of all or any portion of such party's interest in any such Permitted Transferee. For the avoidance of doubt, a Permitted Transfer otherwise in accordance with this Section 5.1(c) shall not be subject to the Company Right of First Refusal.

(d) Rights and Obligations of Substituted Member. A Substituted Member shall, as a condition of becoming a Substituted Member, be required to execute a Joinder Agreement substantially in the form attached hereto as Exhibit B and satisfy any other conditions that may be required by the Board of Managers, whereupon such Substituted Member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member from whom the Transfer Units were acquired relative to such Transfer Units.

(e) Unauthorized Transfers. Any purported Transfer or Encumbrance (an "Unauthorized Transfer") of any Member's Units which does not comply with the conditions set forth in this Article V shall be null and void and of no force or effect whatsoever.

(f) Register Amendment. Any time Units are Transferred pursuant to this Article V, the Board of Managers shall amend the Register to reflect the effect of such Transfer.

5.2 Right of Refusal.

(a) Grant of First Refusal Right to Company. Subject to the terms of Section 5.1(c) above, each Member hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Units that such Member may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Proposed Transferee.

(b) Notice. Each Member proposing to make a Proposed Transfer (a "Transferring Member") must deliver a Proposed Transfer Notice to the other Member(s) (the "Non-Transferring Member(s)") and the Company not later than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer and the identity of the Proposed Transferee. To exercise its Right of First Refusal under this Section 5.2, the Company must deliver a Company Notice to the Transferring Member and the Non-Transferring Member within fifteen (15) days after delivery of the Proposed Transfer Notice. If the Company expressly refuses to exercise its Right of First Refusal or fails to deliver the Company ROFR Notice (a "Company Rejection"), then each Non-Transferring Member may exercise a Right of First Refusal by delivering to the Company and the Transferring Member a notice ("Non-Transferring Member Notice") within ten (10) days of the Company Rejection. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Transferring Member with the Company that contains a preexisting right of first refusal, the Non-Transferring Member, the Company and the Transferring Member acknowledge and

agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 5.2(a) and this Section 5.2(b).

(c) **Consideration; Closing.** If the consideration proposed to be paid for the Transfer Units is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company's Board of Managers and as set forth in the Company Notice. If the Non-Transferring Member or the Company cannot for any reason pay for the Transfer Units in the same form of non-cash consideration, the Non-Transferring Member and/or the Company, as the case may be, may pay the cash value equivalent thereof, as determined in good faith by the Board of Managers. The closing of the purchase of Transfer Units by the Non-Transferring Member and/or the Company, as the case may be, shall take place, and all payments from the Non-Transferring Member and/or the Company, as the case may be, shall have been delivered to the Transferring Member by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice. The parties hereby agree that the terms and conditions of any sale pursuant to this Section 5.2 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction, and the Transferring Member further covenants and agrees to enter into such an agreement with the Non-Transferring Member and/or the Company as a condition precedent to any sale or other transfer pursuant to this Section 5.2.

5.3 Right of Co-Sale.

(a) Right of Co-Sale on Proposed Transfer.

(i) If any Transfer Units subject to a Proposed Transfer by a Transferring Member are not purchased pursuant to Section 5.2 above and thereafter are to be sold to a Proposed Transferee, the other Member may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Transfer as set forth in Section 5.3(a)(ii) below and otherwise on the same terms and conditions specified in the Proposed Transfer Notice. In such event, the Member who desires to exercise its Right of Co-Sale must give the Transferring Member and the Company written notice to that effect within fifteen (15) days after their receipt of the Secondary Notice, and upon giving such notice such Member shall be deemed to have effectively exercised such Member's Right of Co-Sale.

(ii) Each Member who timely exercises such Member's Right of Co-Sale by delivering the written notice provided for above in Section 5.3(a)(i) may include in the Proposed Transfer all or any part of such Member's Units equal to the product obtained by multiplying (i) the aggregate number of Transfer Units subject to the Proposed Transfer (excluding Units purchased by the Non-Transferring Member or the Company pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of Units owned by such Member immediately before consummation of the Proposed Transfer and the denominator of which is the total number of Units owned, in the aggregate, by both Members immediately prior to the consummation of the Proposed Transfer.

(b) **Purchase Agreement.** The parties hereby agree that the terms and conditions of any sale pursuant to this Section 5.3 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the selling Member further covenants and agrees to enter into such an agreement with the Proposed Transferee as a condition precedent to any sale or other transfer pursuant to this Section 5.3.

(c) **Deliveries.** Each Unit a Member elects to sell pursuant to Section 5.3(a)(ii) above will be transferred to the Proposed Transferee against payment therefor in consummation of the sale of the Transfer Units pursuant to the terms and conditions specified in the Proposed Transfer Notice and the purchase and sale agreement, and the Proposed Transferee shall be required to concurrently therewith remit or direct payment to each Member the portion of the sale proceeds to which such Member is entitled by reason of its participation in such sale. If any Proposed Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Member exercising its Right of Co-Sale hereunder, no Member may sell any Transfer Units to such Proposed Transferee or Transferees unless and until, simultaneously with such sale, such Proposed Transferee purchases all securities subject to the Right of Co-Sale from such exercising Member on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice.

(d) **Additional Compliance.** If any Proposed Transfer is not consummated within sixty (60) days after receipt of the Proposed Transfer Notice by the Company, the party proposing the Proposed Transfer may not sell any Transfer Units unless it first complies in full with each provision of this Article V. The exercise or election not to exercise any right by a Member hereunder shall not adversely affect its right to participate in any other sales of Transfer Units subject to this Section 5.3.

5.4 Effect of Failure to Comply.

(a) **Transfer Void; Equitable Relief.** Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of Article V of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

(b) **Violation of Right of Refusal.** If any Transferring Member becomes obligated to sell any Transfer Units to the Non-Transferring Member or to the Company under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement (other than due to a breach of Article V by the Non-Transferring Member and/or the Company), the Non-Transferring Member and/or the Company may, at their option, in addition to all other remedies they may have, send to such Transferring Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Non-Transferring Member and/or the

Company (or request that the Company effect such transfer in the name of the Non-Transferring Member) on the Company's books the Transfer Units to be sold.

(c) **Violation of Right of Co-Sale.** If any Transferring Member purports to sell any Transfer Units in contravention of the Right of Co-Sale, each party who desires to exercise its Right of Co-Sale under Section 5.3 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Transferring Member to purchase from such party the type and number of Units that such party would have been entitled to sell to the Proposed Transferee had the Unauthorized Transfer been effected pursuant to and in compliance with the terms of Section 5.3. The sale will be made on the same terms and subject to the same conditions as would have applied had the Transferring Member not made the Unauthorized Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Non-Transferring Member learns of the Unauthorized Transfer, as opposed to the timeframe prescribed in Section 5.3. The Transferring Member shall also reimburse each person wishing to exercise its Right of Co-Sale for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of such person's rights under this Section 5.4.

5.5 Call Rights.

(a) **General.** The Company, first, and the other Members, second, shall have the right at their option (the "Call Right") as of the date of the occurrence any of the following events (individually, a "Triggering Event" and collectively, the "Triggering Events") with respect to a Member (the "Affected Member"), to purchase from the Affected Member or his legal representative, and the Affected Member, his legal representative or his spouse, as the case may be, shall have the obligation to sell to the Company or the other Members (the "Transferee Member") all, but not less than all, of the Affected Member's Units, except in the case in which the Triggering Event occurs pursuant to Subsection 5.5(a)(iii) below, in which case the number of Units shall be limited to the number of Units that would otherwise be required to be transferred to the Affected Member's spouse, or that have been transferred to the Affected Member's spouse, pursuant to a divorce decree or otherwise by operation of law (the "Limited Units");

(i) **Bankruptcy.** A Member becomes bankrupt, insolvent or becomes subject to (whether voluntarily or involuntarily) any proceeding under any applicable bankruptcy or insolvency law seeking any readjustment, arrangement, composition, postponement or reduction of debts, liabilities or obligations, which proceeding is not dismissed within sixty (60) days;

(ii) **Attachment.** A Member's Units or a portion thereof are subject to an attachment by a judgment creditor or by any person claiming a lien thereon, if the same is not removed by bond or otherwise within thirty (30) days after the filing thereof, or otherwise is consented to by the Board of Managers (with the interested Manager abstaining) in writing;

(iii) **Divorce.** A Member becomes divorced and is subject to a transfer of his Units pursuant to a divorce decree or otherwise by operation of law;

(iv) **Felony; Fraud; Material Breach.** A Member, or any material owner of CGP or any managing member of TCI (i) has been convicted of a felony in any jurisdiction, (ii) commits theft, fraud, embezzlement or other material dishonesty with respect to the Company, or (iii) commits a material breach of any of the terms of any agreement between such Member and the Company;

(v) **Death.** The death of a Member;

(vi) **Disability.** A Member becomes Disabled (as hereinafter defined);

(vii) **Retirement or Other Termination of Services.** A Member permanently ceases to provide services to the Company by retirement or otherwise.

(viii) **Change of Control of CGP.** Upon a direct or indirect change of control of CGP. For purposes of this Section 5.5(a)(viii), “Change of Control” means a transaction or series of related transactions in which a Person, or a group of related Persons, acquires, directly or indirectly, an interest representing more than fifty percent (50%) of either (a) the outstanding voting power of CGP or (b) the assets and/or economic interest of CGP.

(b) **Disability Defined.** For the purposes of this Section 5.5, a Member shall be deemed “Disabled” upon (i) the determination of the Member’s eligibility to receive benefits under a Company-sponsored long term disability policy after the expiration of the required waiting period (a “qualifying Company-sponsored disability plan”) or (ii) in the absence of a qualifying Company-sponsored disability plan, if the Member shall be injured or becomes ill (whether physical or mental) and such injury or illness shall incapacitate such Member and render such Member incapable of performing his or her regular duties for the Company (if any) for period of ninety (90) consecutive days.

(c) **Procedures.**

(i) **Company’s Option.** The decision by the Company as to whether to exercise its Call Right shall be made by the Board of Managers, but the Affected Member shall abstain from such decision. The Company may exercise its Call Right by providing notice to the relevant party in accordance with Section 7.8 (the “Company Call Notice”) of exercise within sixty (60) days after the Company becomes aware of the Triggering Event giving rise to the Call Right. In the event of such exercise, the Company shall purchase all but not less than all of the Units of the Affected Member or the Limited Units, whichever is applicable, at the purchase price, within the time frame and on the terms set forth in Sections 5.5(c) through 5.5(f). If and to the extent the Call Right is not so exercised within such sixty (60) day period (the “Company Call Period”), the Call Right with respect to the Company shall automatically expire and terminate effective upon the expiration of the Company Call Period, subject to the provisions of Section 5.5(c)(iii).

(ii) **Transferee Member’s Option.** In the event the Company does not exercise its Call Right, the Transferee Member shall have the right, but not the obligation, to purchase the Units of the Affected Member. The Transferee Member may exercise his

Call Right by providing notice to the relevant party in accordance with Section 7.8 (the “Transferee Member Call Notice” and together with the Company Call Notice, each a “Call Notice”) of exercise within sixty (60) days after the expiration of the Company Call Period. In the event of such exercise, the Transferee Member shall purchase all but not less than all of the Units of the Affected Member or the Limited Units, whichever is applicable, at the purchase price, within the time frame and on the terms set forth in Sections 5.5(c) through 5.5(f). If and to the extent the Call Right is not so exercised within said sixty (60) day period (the “Transferee Member Call Period”), the Call Right with respect to the Transferee Member shall automatically expire and terminate effective upon the expiration of such Company Call Period, subject to the provisions of Section 5.5(c)(iii).

(iii) Additional Call Right. In the event neither the Company nor the Transferee Member exercises its Call Right with respect to a Triggering Event, their respective opportunities to exercise such Call Rights shall again become available on the first (1st) anniversary of the Triggering Event, as if the Triggering Event had occurred on such anniversary, unless at such time the Affected Member, his estate or his spouse, as the case may be, no longer owns any Units and any transfer of Units by such Affected Member, his estate or his spouse, as the case may be, prior to such time was made in accordance with this Agreement.

(iv) Timing; Member Buyout Value. Upon provision of a Call Notice, the parties shall promptly engage a reputable and qualified business appraiser selected by mutual agreement to determine the Member Buyout Value. The “Member Buyout Value” shall be the value of the Company as of the date of the Call Notice multiplied by the Affected Member’s percentage interest in the Company or the percentage interest in the Company of the Limited Units, if applicable. The appraiser shall determine the Member Buyout Value of the Affected Member’s Units not later than sixty (60) days after engagement. The appraiser shall determine the Member Buyout Value without giving any consideration, premium or discount to the fact that the Affected Member may own more or less than a majority interest of the Company. The cost of the appraisal shall be borne equally by the Affected Member and the party exercising the Call Right.

In the event the parties are unable to mutually select an appraiser, then each Member shall appoint an appraiser and the two appraisers shall determine one single Member Buyout Value. If such appraisers are unable to agree upon one single Member Buyout Value, the two appraisers shall then select a third appraiser. The third appraiser so appointed shall then determine one single Member Buyout Value; provided, however, that such value shall not be determined to be greater than the highest value and shall not be less than the lowest value determined by the appraisers previously selected by the parties. The Member Buyout Value determined by the third appraiser shall be binding upon the parties.

(d) Price to be Paid. The purchase price to be paid by the Company or the Transferee Member, as applicable, to the Affected Member, his estate or his spouse, as the case may be, for the Units shall equal:

(i) in the case of an event specified in Section 5.5(a)(i) (Bankruptcy), Section 5.5(a)(iii) (Divorce), 5.5(a)(v) (Death), 5.5(a)(vi) (Disability) or 5.5(a)(vii)

(Retirement or Other Termination) or 5.5(a)(viii) (Change of Control of CGP), one hundred percent (100%) of the Member Buyout Value;

(ii) in the case of an event specified in Section 5.5(a)(ii) (Attachment), or 5.5(a)(iv) (Felony; Fraud; Material Breach), fifty percent (50%) of the Member Buyout Value.

(e) **Purchase Agreement.** The parties hereby agree that the terms and conditions of any sale to a Transferee Member pursuant to this Section 5.5 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the Affected Member, his legal representative and his spouse further covenants and agrees to enter into such an agreement with the Transferee Member as a condition precedent to any sale or other transfer pursuant to this Section 5.5.

(f) **Closing.** The closing of any purchase and sale of Units pursuant to this Section 5.5 shall take place fifteen (15) days after the Member Buyout Value is determined or upon another date mutually agreed upon by the parties. The purchase price shall be paid by the Company or the Transferee Member, as the case may be, at closing by wire transfer of immediately available funds to an account designated in writing by the Affected Member, his legal representative or his spouse, as the case may be; provided, however, that the Company or the Transferee Member, as the case may be, shall have the option to pay not more than seventy-five percent (75%) of the purchase price by way of a promissory note with a term of not more than five (5) years, with interest at the then applicable federal rate, and equal payments of interest and principal due and payable not less frequently than quarterly, and repayment of which shall be secured by a pledge of the Units purchased. At the closing, the Affected Member, his legal representative or his spouse, as the case may be, shall deliver to the Company or the Transferee Member, as the case may be, good and marketable title to the Affected Member's Units or the Limited Units, as applicable, free and clear of all Encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Affected Member's Units or the Limited Units by the Company or the Transferee Member, as the case may be.

5.6 Obligations of Transferor. A Conveyance of Units (a) shall deprive the transferor Member of any rights to which such Member would otherwise be entitled with respect to the Transfer Units, and (b) shall not, without more, release the transferor Member from any liability or obligation with respect to the Transfer Units (or otherwise) that may have existed prior to the Conveyance. Subject to the foregoing sentence, any Member who Conveys all of such Member's Units in the Company shall cease to be a Member of the Company.

5.7 Drag-Along Rights.

(a) After the written consent of a Super Majority Interest has granted approval or the third (3rd) anniversary of this Agreement has passed, if TCI (the "Selling Member") (i) proposes to sell or transfer Units comprising at least a majority of its Units then outstanding in a transaction or series of transactions (including, without limitation, a sale or merger or other business combination or otherwise) to a bona fide third-party purchaser other than a Permitted Transferee, or (ii) approves an offer by a bona fide third-party purchaser to acquire all or

substantially all of the assets of the Company (each of the transactions described in clauses (i) and (ii), a “Proposed Sale”), a designee (the “Designee”) of the Selling Member may deliver to all of the other Members (the “Remaining Members”) a notice (the “Transfer Notice”): (a) stating that the Transfer Notice is being delivered pursuant to this Section 5.7 and (b) setting forth the terms and conditions of the Proposed Sale, including the identity of the proposed third-party purchaser, and the third-party purchaser’s proposed purchase price and payment terms, together with a copy of any letter of intent or other document embodying the third-party purchase offer. In the case of a transaction described in clause (i) above, the Selling Member shall have the exclusive right and option to require the Remaining Members and their Permitted Transferees to sell all (but not less than all) of their Units at the same price and on the same terms and conditions set forth in the third-party purchase offer as set forth in the Transfer Notice. The Selling Member may exercise such right by providing such notice to the Remaining Members in the Transfer Notice, and, if they do so, the Remaining Members shall be obligated to sell their Units to the purchaser at the same time and on the same terms and conditions as those stated in the Transfer Notice.

(b) Upon receipt of a Transfer Notice, each Remaining Member agrees:

(i) if such transaction requires Member Approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Proposed Sale and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Proposed Sale;

(ii) to sell the Units of the Company beneficially held by such Member to the Person to whom the Selling Members propose to sell their Units, and, except as otherwise specified in Section 5.7(c) below, on the same terms and conditions as the Selling Member;

(iii) to execute and deliver all related documentation and take such other action in support of the Proposed Sale as shall reasonably be requested by the Company or the Selling Member in order to carry out the terms and provisions of this Section 5.7, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing and any similar or related documents;

(iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units of the Company owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the purchaser in connection with the Proposed Sale;

(v) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Proposed Sale; and

(vi) if the consideration to be paid in exchange for the Units pursuant to this Section 5.7 includes any securities and due receipt thereof by any Member would

require under applicable law (x) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(c) Notwithstanding the foregoing, a Remaining Member will not be required to comply with this Section 5.7 in connection with any Proposed Sale unless:

(i) any representations and warranties to be made by a Remaining Member in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including but not limited to representations and warranties that: (A) the Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all Encumbrances, (B) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the Member have been duly executed by the Member and delivered to the purchaser and are legal, valid, binding and enforceable against the Member in accordance with their respective terms, (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency and (E) if applicable and accurate, status as an “accredited investor” as defined in Regulation D promulgated under the Securities Act;

(ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company;

(iii) the liability for indemnification, if any, of such Member in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other Person, and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Proposed Sale;

(iv) liability shall be limited to such Member’s pro rata share (determined in proportion to proceeds received by such Member in connection with such Proposed Sale) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid to such Member in connection with such Proposed Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;

(v) the net proceeds from any Proposed Sale available for distribution to the Members shall be allocated among the outstanding Interests in a manner consistent with

the order and priority set forth in Section 4.2 of this Agreement, provided, however, that the price payable for any option, warrant or similar Unit Equivalent shall be reduced by the exercise price or other consideration required to be paid to acquire the underlying Unit;

(vi) upon the consummation of a Proposed Sale, each holder of each class of Units will receive the same form of consideration for their Units of such class as is received by other holders in respect of their Units of such same class; and

(vii) subject to clause (vi) above, if any holders of any Units of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such class of Units will be given the same option.

5.8 Failure to Deliver Interests. If any Member or transferee of a Member fails to deliver any Interests to be acquired, transferred or exchanged hereunder or under any agreement or arrangement with the Company, the acquiror may elect to establish a segregated account in the amount of the price to be paid therefor, such account to be turned over to such Member or transferee upon delivery of instruments transferring such Interests. If a segregated account is so established, the Board of Managers shall take such action as is appropriate to transfer record title to the Interests from such Member to the acquiror. Each Member hereby irrevocably grants each Manager a power of attorney to effectuate the purposes of this Section, which power of attorney is deemed to be coupled with an interest and is irrevocable.

5.9 Lock-Up. The Members hereby agree that they will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any equity securities held immediately prior to the effectiveness of the registration statement for the IPO or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the equity securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of the equity securities, in cash or otherwise. The foregoing provisions of this Section 5.9 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with the IPO are intended third party beneficiaries of this Section 5.9 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Member further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this Section 5.9 or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the equity securities held by the Members (and transferees and assignees thereof) until the end of such restricted period.

5.10 Preemptive Rights. Subject to the terms of this Section 5.10 and the securities laws, if the Company proposes any subsequent issuances of Units, other equity securities of the Company, securities convertible into or exercisable or exchangeable for Units or other equity securities of the Company, or any options, warrants or rights carrying any rights to purchase Units

or other equity securities of the Company (as defined below) (“Subject Securities”), the Company shall first offer such Subject Securities to the Members in accordance with this Section 5.10.

(a) The Company shall give notice (the “Offer Notice”) to each Member stating the number of Subject Securities to be issued and the price and material terms, if any, upon which the Company proposes to offer the Subject Securities.

(b) By notification to the Company within ten (10) days after the Offer Notice is given, each Member may elect to purchase or otherwise acquire that portion of Subject Securities which is equal to such Member’s pro rata percentage of the total Units then issued and outstanding at the price and on the terms specified in the Offer Notice. At the expiration of such ten (10) day period, the Company shall promptly notify each Member that elects to purchase or acquire Subject Securities (each, an “Exercising Member”) of the amount of Subject Securities subscribed for both by such Exercising Member and in the aggregate by all Exercising Members. In the event that not all of the Subject Securities are subscribed for, during the ten (10) day period commencing after the Company has given such notice, each Exercising Member may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of Subject Securities specified above, up to that portion of the Subject Securities that were not previously subscribed for, which is equal to such Exercising Member’s pro rata percentage of the total Units then held by all Exercising Members who wish to purchase such unsubscribed Units.

(c) If any Subject Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 5.10(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Section 5.10(b), offer and sell the remaining unsubscribed portion of such Subject Securities at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of such Subject Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Subject Securities shall not be offered unless first reoffered to the Members in accordance with this Section 5.10.

(d) Each Member shall have the right to transfer any or all of its rights to acquire any Subject Securities pursuant to this Section 5.10 to one or more of its equity holders.

ARTICLE VI. CONVERSION TO CORPORATION

6.1 Conversion to Corporation. The Board of Managers may cause the Company to convert to corporate form, as follows:

(a) If the Board of Managers determines to cause the Company to convert to a corporation (which it may accomplish, in its discretion, through one or more structures, including without limitation merger or formation of a holding corporation), it will notify the Members, and the Members will (i) cooperate with the Board of Managers in all respects in such conversion and enter into any transaction required to effect such conversion, including assisting the Company in seeking CCC approval, (ii) not exercise any dissenter’s rights or rights to seek an appraisal under Massachusetts law or otherwise in connection with such conversion, (iii) not attempt to prohibit

or delay such conversion and (iv) execute all agreements, documents and instruments reasonably required by the Board of Managers and consistent with this Article VI.

(b) Immediately prior to a conversion in connection with a Public Offering, the Board of Managers will determine in good faith the then aggregate value of the Interests. Such valuation will be based on the anticipated price per share at which shares of common stock are to be sold to the public in such offering, as determined by the Board of Managers. The Interests held by each Member will be converted into a number of shares of common stock determined by dividing (i) the amount that would be distributed to such Member upon a liquidation of the Company for cash in accordance with Section 4.2 at the aggregate value determined by the Board of Managers, by (ii) the value per share of common stock selected by the Board of Managers; provided, that any Interests that do not have a positive value shall be canceled and the Company shall have no further obligations with respect thereto.

(c) If the conversion does not occur in connection with a Public Offering, each class, series or type of Interest will be converted into shares of capital stock or options, warrants or other stock equivalents, as the case may be, having rights that are equivalent in all material respects to the rights of such Interest (other than as to matters that reflect inherent differences between corporate and limited liability company form). For avoidance of doubt, but without limiting the breadth of the immediately preceding sentence hereto, the Board of Managers shall have the authority to convert Units into common stock of a corporation, with the interests held by each Member being converted into a number of shares of common stock determined by dividing (i) the amount that would be distributed to such Member upon a liquidation of the Company for cash in accordance with Section 4.2 at the aggregate value determined by the Board of Managers, by (ii) the value per share of common stock (without applying any discount to the common stock for lack of control) selected by the Board of Managers; provided, that any Interests that do not have a positive value shall be cancelled and the Company shall have no further obligations with respect thereto.

(d) Upon conversion to corporate form pursuant to this Article VI, the Members will, if requested by the Board of Managers, enter into a stockholders agreement containing operative terms that are substantially similar to the corresponding terms of this Agreement (but only to the extent such terms are consistent with the other provisions of this Article VI).

6.2 Power of Attorney. Each Member irrevocably grants each Manager a power of attorney to execute and deliver all agreements, documents and instruments and to take all other actions on behalf of such Member required by this Section. This power of attorney shall be deemed to be coupled with an interest and is irrevocable.

ARTICLE VII. MISCELLANEOUS

7.1 Books and Records. The Company shall keep true and correct books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Board of Managers shall determine. Such books shall be closed and balanced as of the last day of each year.

7.2 Access to Information. Each Member shall be entitled to request and receive from the Company only the following information regarding the Company: (a) Schedule K-1 and similar state forms relating to the Member's tax liability arising out of the Company (if and to the extent that the Company is treated as a partnership), (b) information to confirm the Member's Interests, and (c) a copy of this Agreement, as amended. Each Member acknowledges that such Member is not entitled to any other information regarding the Company or any other Member pursuant to the Act. Each Manager shall be given full access to all information relating to the Company; provided, however, that the Board of Managers may limit a Manager's access to Company information if the Board of Managers determines in good faith that it is in the best interests of the Company to do so because such Manager has a conflict of interest, to preserve attorney-client privilege, to protect trade secrets of the Company, or to prevent disclosure to a competitor of the Company; and provided further that the Company may, at its sole discretion, condition access to such information on such Manager's execution and delivery of a confidentiality agreement containing commercially reasonable terms. Notwithstanding the above, TCI and CGP shall be provided annual budgets, annual, quarterly and monthly internally prepared financial statements (certified by an officer of the Company), including a comparison to annual, quarterly or monthly budgets (as the case may be), annual audited financial statements and other information reasonably requested. This information shall be provided to TCI and CGP, in a format reasonably acceptable to both TCI and CGP, within forty-five (45) days after the end of such period in the case of unaudited monthly and quarterly statements and within five (5) days after the receipt of annual audited statements by the Company but, in any event, not more than one hundred fifty (150) days from the end of the fiscal year.

7.3 Fiscal Year. The fiscal year of the Company shall be determined by the Board of Managers.

7.4 Other Activities of Members. Except as otherwise expressly provided in this Agreement or in any agreement between a Member and a Related Company, each Member and its Affiliates may engage in and possess interests in other business ventures and investment opportunities. Neither the Company nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom by reason of this Agreement.

7.5 Legends. If any Interests are represented by certificates or instruments, such certificates or instruments will contain any legends required by law or reasonably required by the Board of Managers.

7.6 Successors and Assigns. Subject to the restrictions on the transferability of the Interests set forth herein, this Agreement shall be binding upon and shall inure to the benefit of (a) the Company and (b) the Members and their respective successors, successors-in-title, assigns, heirs and legal representatives. Except as otherwise expressly set forth herein, none of the provisions of this Agreement shall be for the benefit of or enforceable by any other Person (including creditors of the Company or any Subsidiary).

7.7 Amendments, Waivers, Etc. No waiver, modification or amendment of this Agreement shall be valid or binding (except as otherwise provided herein including, without limitation, with respect to the admission of new Members, the issuance of additional Interests and any changes to this Agreement in connection with such issuances) unless such waiver,

modification or amendment is in writing and duly executed by (a) the Company, (b) holders of a Super Majority Interest and (c) if the effect of any such waiver, amendment or modification on any Member or Members is different in a material and adverse respect as compared with the effect on any other Member or group of Members, then also by holders of a majority of the Units held by all of such Members so affected. The Company will deliver copies of all amendments to this Agreement to each Member promptly after the effectiveness thereof. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

7.8 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail or fax (if confirmed), by United States mail, certified or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered. Any such notice, demand or communication shall be deemed given on the date given, if delivered in person, e-mailed or faxed, on the date received, if given by registered or certified mail, return receipt requested or given by overnight delivery service, or three (3) days after the date mailed, if otherwise given by first class mail, postage prepaid. Any such notice, demand or communication shall be sent (a) if to the Company, to 40 Jackson Street, Worcester, Massachusetts 01608, Attn: Board of Managers, (b) if to any Member, to the address set forth on **Exhibit A** and (c) if to any Manager, to the most recent address set forth on the Company's records.

7.9 Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any proceeding arising out of or relating to this Agreement shall be exclusively brought in the courts of the Commonwealth of Massachusetts or, if it can acquire jurisdiction, in the United States District Court for the District of Massachusetts. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum.

7.10 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.11 Dispute Resolution. To insure the timely and economical resolution of disputes, the Members agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Agreement, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single arbitrator, in the Commonwealth of Massachusetts, conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all

remedies that the Members would be entitled to seek in a court of law. The Company shall pay all JAMS' arbitration fees. Nothing in this Agreement is intended to prevent any Member from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

7.12 Counterparts. This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages, all of which together shall for all purposes constitute one Agreement notwithstanding that all Members have not signed the same counterpart.

7.13 Entire Agreement. This Agreement (together with any agreement relating to the vesting or repurchase or forfeiture of any Units or other Interests) embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, including the Prior Agreement, and understandings relating to such subject matter.

7.14 Interpretation of Agreement. The headings of Articles, Sections, and Subsections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

7.15 Securities Laws Matters. Upon any acquisition by a Member of any Interest, whether by purchase from another Member, issuance by the Company or otherwise, each such Member represents and warrants to, and agrees with, the Company (as of the date hereof and as of each other date such Member acquires any Interests) as follows:

(a) Such Member understands that such Member must bear the economic risk of such Member's investment for an indefinite period of time; that the Interests acquired by such Member have not been registered under the Securities Act or any other applicable securities laws and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and any other applicable securities laws unless an exception from such registration is available; that such Member is acquiring such Interests for investment for the account of such Member and not with a view toward resale or other distribution thereof; and that the Company does not have any intention of registering such Interests under the Securities Act or any other securities laws or of supplying the information which may be necessary to enable such Member to sell any Interests.

(b) Such Member has adequate means of providing for such Member's current needs and personal contingencies and has no need for liquidity in connection with such Member's Interests. Such Member can afford a complete loss of such Member's investment in the Company, has evaluated the risks of acquiring the Interests, and has determined that such Interests are a suitable investment for such Member.

(c) The Company has made available to such Member on a confidential basis, prior to the acquisition of such Interests, the books and records of the Company and the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of such Member's investment and the Company's affairs. Such Member has such knowledge and experience in financial, securities, investments and business matters so that such Member is capable of evaluating the merits and risks of such Member's acquisition of such Interests.

(d) All representations and warranties contained in this Section shall survive the execution and delivery of this Agreement and the issuance of Interests to such Member.

ARTICLE VIII. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following respective meanings:

3rd CGP Manager shall have the meaning specified in Section 2.3(c).

Act shall have the meaning specified in Section 1.1.

Adjustment Date means the date on which any of the events described in Regulation 1.704-1(b)(2)(iv)(f)(5) occurs.

Affected Member shall have the meaning specified in Section 5.5(a).

Affiliate shall have the meaning given to it in Rule 405 promulgated under the Securities Act.

Agreement means this Second Amended and Restated Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

Assignee means a Person to whom all or part of a Member's Units have been Conveyed, but who (i) has not fulfilled the conditions necessary to becoming a Substituted Member, or (ii) is otherwise prohibited by the terms of this Agreement from becoming a Substituted Member.

Bankruptcy Law means any law relating to bankruptcy, insolvency, reorganization, liquidation or other relief of debtors, including Title 11 of the United States Code, as amended.

Board of Managers shall have the meaning specified in Section 2.3.

Business shall mean the retail sale, cultivation, manufacture, distribution, and delivery of cannabis and cannabis-based products for recreational and/or medicinal purposes within the Commonwealth of Massachusetts.

Call Notice shall have the meaning specified in Section 5.5(c)(ii).

Call Right shall have the meaning specified in Section 5.5(a).

Capital Need shall mean a good faith determination by the Board of Managers that additional capital is required in order to (a) repair damage to the Initial Location or any subsequent location, (b) repair or replace vital equipment, (c) ensure compliance with any governmental regulation, (d) provide sufficient funds for any development initiative *directly* related to *the core business* of any of the first three locations or (e) otherwise address a need for working capital that, if not addressed, could result in material harm to the business.

CCC shall have the meaning specified in Section 3.3(b)(ii).

Claim shall have the meaning specified in Section 2.14.

CGP shall mean Community Growers Partnership, LLC, a Massachusetts limited liability company.

CGP Managers shall mean the members of the Board of Managers appointed by the holder of the CGP Units.

CGP Units shall mean the Units owned by CGP.

Code shall mean the Internal Revenue Code of 1986, as amended.

Company shall have the meaning specified in the preamble.

Company Call Notice shall have the meaning specified in Section 5.5(c)(i).

Company Call Period shall have the meaning specified in Section 5.5(c)(i).

Company Notice means written notice from the Company notifying the Transferring Member and the Non-Transferring Member that the Company intends to exercise its Secondary Refusal Right as to all or a portion of the Transfer Units with respect to any Proposed Transfer.

Conveyance means the transfer of ownership by sale, exchange, assignment, gift, donation, grant or other conveyance of any kind, whether voluntary or involuntary, including conveyances by operation of law or legal process (and hereby expressly includes with respect to a Member, Assignee or other Person any voluntary or involuntary: (a) appointment of a receiver, trustee, liquidator, custodian or other similar official for such Member, Assignee or other Person or all or any part of the property of such Member, Assignee or other Person under any Bankruptcy Law, (b) gift, donation, transfer by will or intestacy or other similar type of conveyance or disposition, whether inter vivos or mortis causa, and (c) any transfer or other conveyance or disposition to a spouse or former spouse (including by reason of a separation agreement or divorce,

equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses or former spouses or other Persons)).

Designee shall have the meaning specified in Section 5.7.

Disabled shall have the meaning specified in Section 5.5(b).

Encumbrance means any lien, mortgage, pledge, collateral assignment, security interest, hypothecation or other encumbrance.

Equity Agreement shall mean any unit restriction agreements, options or other similar agreements or arrangements pursuant to which Units or options are subject to vesting, forfeiture and/or repurchase.

Exercising Member shall have the meaning specified in Section 5.10(b).

Indemnified Person shall have the meaning specified in Section 2.14.

Interests means the Company's Units and Unit Equivalents.

IPO means the Company's first underwritten public offering of its equity securities under the Securities Act.

Manager shall have the meaning specified in Section 2.3.

Managers shall have the meaning specified in Section 2.1.

Member shall mean each Person who is designated as a Member on the Register (as it may be amended from time to time by the Board of Managers), including any Person who is admitted as a Member by the Board of Managers after the date hereof in accordance with this Agreement. Each Member shall constitute a "member" of the Company for purposes of the Act.

Member Buyout Value shall have the meaning specified in Section 5.5(c)(iv).

Member Notice means written notice from a Non-Transferring Member notifying the Company and the Transferring Member that such Non-Transferring intends to exercise Right of First Refusal as to all or a portion of the Transfer Units with respect to any Proposed Transfer.

Non-Transferring Member shall have the meaning specified in Section 5.2(b).

Offer Notice shall have the meaning specified in Section 5.10(a).

Permitted Transfer shall have the meaning specified in Section 5.1(c).

Permitted Transferee shall have the meaning specified in Section 5.1(c).

Person shall mean any natural person or corporation, limited liability company, partnership, trust or other entity.

Proposed Sale shall have the meaning specified in Section 5.7.

Proposed Transfer means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like Transfer or encumbering of any Transfer Units (or any interest therein) proposed by a Member, other than a transfer pursuant to, Section 5.5 or Section 5.7.

Proposed Transferee means any Person to whom a Member proposes to make a Proposed Transfer.

Proposed Transfer Notice means written notice setting forth the terms and conditions of a Proposed Transfer.

Public Offering shall mean an underwritten public offering, registered under the Securities Act, of common stock of the corporation that results from the conversion of the Company to corporate form pursuant to Article VI.

Qualified Member means any Member that is an “accredited investor” under Regulation D promulgated under the Securities Act.

Register shall have the meaning specified in Section 3.3.

Regulations shall mean the Treasury Regulations promulgated under the Code, as amended from time to time.

Related Company or Related Companies shall mean the Company or any Subsidiary of the Company.

Related Party means an immediate family member of any Member or Manager.

Related Party Agreement means an agreement or arrangement in which the Company will be a participant and any Related Party has or will have a direct or indirect, material interest.

Remaining Members shall have the meaning specified in Section 5.7.

Right of Co-Sale means the right, but not the obligation, of the Members to participate in a Proposed Transfer on the terms and conditions specified in the Proposed Transfer Notice.

Right of First Refusal means the right, but not an obligation, of the Company to purchase some or all of the Transfer Units that a Transferring Member proposes to transfer in a Proposed Transfer by such Transferring Member, on the terms and conditions specified in the Proposed Transfer Notice.

Secondary Notice means written notice from the Company notifying the Non-Transferring Member that the Company does not intend to exercise its Right of First Refusal as to all Transfer Units with respect to any Proposed Transfer by a Transferring Member.

Secondary Refusal Right means the right, but not an obligation, of a Non-Transferring Member to purchase some or all of the Transfer Units not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

Securities Act shall mean the Securities Act of 1933, as amended.

Selling Members shall have the meaning specified in Section 5.7.

Subject Securities shall have the meaning specified in Section 5.10.

Subsidiary and Subsidiaries means any direct or indirect, wholly or partially owned, subsidiary of the Company.

Substituted Member means any Person who becomes or is deemed a Substituted Member pursuant to Article V.

Tax Items shall mean items of income, gain, deduction, loss or credit for Federal income tax purposes.

Tax Rate shall be 45%; provided that the Board of Managers may increase or decrease such rate to take into account any change in Federal, state, local or foreign tax laws and regulations and may apply different or separate rates to different classes of income or gain.

TCI shall mean TCI Investors LLC, a Massachusetts limited liability company.

TCI Managers shall mean the members of the Board of Managers appointed by the holder of the TCI Units.

TCI Units shall mean the Units owned by TCI.

Transfer means: (a) as a noun, any Conveyance or Encumbrance, and (b) as a verb, the act of making any voluntary or involuntary transfer, directly or indirectly, by operation of law or otherwise.

Transfer Notice shall have the meaning specified in Section 5.7.

Transfer Units mean Units owned by a Member.

Transferee Member shall have the meaning specified in Section 5.5(a).

Transferee Member Call Notice shall have the meaning specified in Section 5.5(c)(ii).

Transferee Member Call Period shall have the meaning specified in Section 5.5(c)(ii).

Transferring Member shall have the meaning specified in Section 5.2(b).

Triggering Event shall have the meaning specified in Section 5.5(a).

Unauthorized Transfer shall have the meaning specified in Section 5.1(e).

Unit shall mean any equity interest in the Company outstanding from time to time.

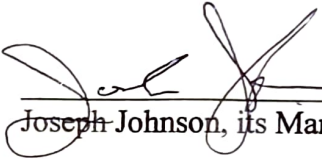
Unit Equivalents shall mean any Unit convertible into or exchangeable for Units or any right, warrant or option to acquire Units or such convertible or exchangeable Units.

[Remainder of Page Intentionally Left Blank]

This Agreement has been executed and is effective as of the date first above written.

MEMBERS:

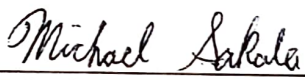
Community Growers Partnership, LLC



Joseph Johnson, its Manager

TCI Investors LLC

By: TCI Manager LLC, its Manager

By: 

Michael Sakala, its Manager

Exhibit A

Names and Addresses of Members

Name:	Address:
Community Growers Partnership, LLC	40 Jackson Street, Worcester, MA 01608
TCI Investors LLC	256 Commonwealth Avenue, Unit 1, Boston, MA 02116

Exhibit B

Joinder Agreement

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of _____ (as the same may hereafter be amended, the “LLC Agreement”), by and among The Corner Emporium LLC, a Massachusetts limited liability company (the “Company”), and the Members named therein.

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

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the ____ day of _____, 20__.

If Individual:

Signature of Member

Print Name:

If joint ownership:

Signature of Member

Print Name:

If Entity:

Print Entity Name

By:_____

Name:_____

Title:_____

Exhibit C

Register of Capital Contributions and Unit Ownership

Member	Capital Contribution	Cash Capital Contribution	Number of Units	Date of Issuance
Community Growers Partnership, LLC	\$1,301,020.41	\$50,000.00	51,000	November 10, 2020
TCI Investors LLC	\$1,250,000.00	\$1,250,000.00 ¹	49,000	November 10, 2020
Totals:	\$1,551,020.41	\$1,300,000.00	100,000	

¹ Note to Draft: Funds expected to be funded over the next 60 days in accordance with Section 3.3(b); Exhibit to be updated and finalized upon completion of all funding.

Exhibit D

Members of the Board of Managers

CPG Managers:

Joseph Johnson

Address:

46 Florence St.
Worcester, MA 01610

Edry Manuela Jimenez

1 South Flagg Street
Worcester, MA 01602

TCI Managers

Address:

Michael Sakala

256 Commonwealth Avenue, Unit 1
Boston, MA 02116

Robert Earl

135 Clarendon Street
Boston, MA 02116

Christopher Davis

19 Heather Drive
Cohasset, MA 02025

Supplemental Information Regarding The Corner Emporium LLC, DOA100138

This statement is in response to a "Notice: Additional Information Required For Delivery-Only License Application" issued by The Cannabis Control Commission on September 2nd, 2021. On page 2 of that notice, the Cannabis Control Commission requests that The Corner Emporium clarify whether Michael Sakala, Robert Earl, and Christopher Davis qualify as "Persons Having Direct Control" over the entity.

We have reviewed the definition of "Person or Entity Having Direct Control" provided in 935 CMR 500.002. Based on our understanding of that term, and in consultation with our attorneys, we do not believe that our relationship to The Corner Emporium qualifies as "Direct Control" as defined in the regulations.

Signed:

Michael Sakala 9/24/21
Michael Sakala Date

Robert Earl 9/24/2021
Robert Earl Date

Christopher Davis 9-29-21
Christopher Davis Date

BUSINESS PLAN

The Corner Emporium, LLC. (“TCE”) will be the gold standard of cannabis delivery. With a completely renovated, state-of-the-art facility in the heart of Worcester, a community of disproportionate impact, TCE is proud to be a pioneer in bringing delivery to our community. Since our founding, we have been proud to be a community-focused company – working closely with our local partners to ensure safe, regulated access to cannabis. Our team is top notch, consisting of social equity program participants who are successful entrepreneurs, business owners and long-time community activists.

MISSION STATEMENT

TCE seeks to be on the forefront of recreational cannabis retail for the Commonwealth of Massachusetts. TCE was founded with a mission to provide the Commonwealth with safe, reliable, and stringently tested cannabis. TCE has developed its facility not only with an eye towards acquiring the highest quality product for consumers, but with being identified as the standard for responsible cannabis discovery and distribution.

BRAND, MARKETING AND SALES NARRATIVE

TCE is deeply committed to our high quality products, services and the Worcester community. We are dedicated to hiring our staff from the talent pool in Worcester and supporting the town with jobs and opportunities. TCE will be working with Worcester community organizers and local stakeholders to ensure that we are reaching a diverse applicant pool when it comes to hiring, and building relationships in Worcester.. TCE will sponsor community cannabis meetings and will be an active participant in educational outreach programs, including youth anti-substance abuse meet-ups and campaigns. Our marketing materials will comply with the CCC and state regulations. Additionally, our logo and all future marketing materials will not use cartoons or in any way appeal to children. We are dedicated to educating our consumers and the community on the health benefits of cannabis, and we work tirelessly to prohibit and dissuade use by non-adults. TCE looks forward to working with the community to remain the model of how a world-class facility should operate when bringing high-quality products to our neighbors in Worcester.

Sales Narrative

TCE will feature the premier cannabis flower from across the Commonwealth. Initially, the flower will be sourced from adult-use indoor growers, but with time, TCE will feature outdoor product, Worcester-grown licensed product, and product from microbusinesses and social equity cultivators. Our competitive advantage will be reasonable prices, excellent customer service, and an easily accessible website and ordering system. We plan to begin with under five vehicles outfitted for delivery operations with a hub in our Worcester location and will expand over time.

When orders are accepted from vetted and qualified customers through our third party technology platform, a dispatcher will collect and schedule orders, and turn the invoices over to an order fulfillment specialist, who will ensure the product is loaded in a compliant fashion and coordinate with the driver and runner in the vehicle to ensure they are equipped. We intend to execute Delivery Agreements with leading Licensees across the Commonwealth, and will work with our customers to determine what products we are best positioned to carry and to set the delivery regions. Right now, we intend to deliver to every municipality in the commonwealth that allows delivery operations.

TCE will obtain liability insurance for their delivery operations working with a Massachusetts licensed insurance broker and underwriter. This shall be in an amount sufficient to cover all business assets and potential liabilities, and in no case shall it be less than any statutory amount required by the Cannabis Control Commission, 935 CMR 500, or any other body with regulatory authority. This insurance shall be in place prior to receipt of any final license for delivery operations.

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

THE CORNER
PERSONNEL POLICIES AND PROCEDURES¹

Alcohol, Smoke & Drug-Free Workplace	2
Personnel Records	2
Maintaining Confidential Information	2
Employee Training Policy	3
Confidentiality	3
Dismissal of Marijuana Establishment Agents	4
Exit Interview	4

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Alcohol, Smoke & Drug-Free Workplace

The Corner, Inc. ("The Corner") goal is to have a drug-free, healthy, and safe workplace. To promote this goal, agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when agents use, possess, or abuse alcohol and illegal drugs. Thus, while on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Agents are also prohibited from smoking tobacco on the marijuana establishment premises or in any of the vehicles used to transport marijuana or marijuana products between licensed marijuana establishments.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Personnel Records

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with TYCA Green, Inc. d/b/a Society Cannabis, Co. ("Society") and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that The Corner submitted to the Commission on behalf of any prospective Corner agent;

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- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports completed by CSI and reviewed by HR/Compliance Director;
- Documentation that references were checked prior to agent being hired;
- Offer letter from The Corner to the new agent, including job title and supervision;
- Materials submitted to the Commission for agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Maintaining Confidential Information

Information held by The Corner is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties. (c) A Marijuana Retailer may not acquire or record Consumer personal information other than information typically required in a retail transaction, which can include identifying information to determine the Consumer's age. A Marijuana Retailer may not record or retain any additional personal information from Consumer without the Consumer's voluntary written permission.

The Corner employees will receive confidentiality training during new hire orientation.

All hardware is managed and maintained internally.

Access to customer information, including sales transactions will be available only to those agents performing dispensing duties. Cultivation agents will not have access to customer records.

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The Corner will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly.

In addition, The Corner's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.

Employee Training Policy

The Corner will ensure that all agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include at least eight hours of a Responsible Vendor Program annually under 935 CMR 500.105(2)(b).

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

- New hire orientation – overview of The Corner and employment policies and procedures as outlined in the Agent Handbook;
- COVID responsibilities and protocols for a safe workplace
- General security procedures relevant to all The Corner agents;
- Detailed security procedures relevant to the agents' job function;
- Confidentiality – including The Corner's policies and procedures such as security;
- Recordkeeping requirements; and
- Customized training related to the agent's job function at the time of hire by the Manager or Supervisor.

At a minimum, agents will receive eight hours of ongoing training annually.

Confidentiality

Information held by The Corner customers is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties. The Corner agents will receive confidentiality training during new hire orientation.

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The Corner's software provider, METRC, harbors the technology required to abide with regulatory standards and prevent theft. METRC comes equipped with multiple features to ensure security, theft protection, and compliance diversions. All hardware is managed and maintained internally. Unlike cloud-based solutions where the customer relies on the software vendor and cloud provider, METRC provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security. In the event of an automatic failure, METRC also works with redundant routers to maintain business records and system functionality. System authentication is encrypted via industry standard SSL with the use of a server-based platform. Access to customer information, including sales transactions will be available only to those agents performing dispensing duties. Cultivation agents will not have access to customer records.

The Corner will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, The Corner's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

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Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.

Dismissal of Marijuana Establishment Agents

The Corner asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. The Corner reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month. Under federal law, resigning agents are entitled to participate in The Corner's group health plan at their own expense for at least eighteen (18) months.

The Corner will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation. The Corner will notify the Commission no more than one (1) business day after the agent's employment concludes.

Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices

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with regard to The Corner's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

Exit Interview

Agents who resign from The Corner are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at The Corner and to gather suggestions for how The Corner can improve policies and practices.

Exit interviews are designed and intended to be constructive for both The Corner and agents. As a result, The Corner does not share information or discriminate against agents who voluntarily share their opinions during exit interviews

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THE CORNER

RECORDKEEPING PROCEDURES¹

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General Overview

The Corner, Inc. ("The Corner") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of The Corner documents. Records will be stored at The Corner in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that The Corner is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of The Corner's quarter-end closing procedures. In addition, The Corner's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- Financial Records: Records will be ongoing. These records will be electronically stored and will at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

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- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with The Corner, including members, if any.
-
- **Personnel Records:** At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with The Corner and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- **Handling and Testing of Marijuana Records**
 - The Corner will maintain the results of all testing for a minimum of one (1) year.
- **Inventory Records**
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- **Seed-to-Sale Tracking Records**
 - The Corner will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum all marijuana finished products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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- Incident Reporting Records
 - Within ten (10) calendar days, The Corner will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by The Corner for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, The Corner will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two The Corner agents present during the disposal or handling, with their signatures. The Corner will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Transportation Records
 - The Corner will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating

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the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure
 - In the event The Corner closes, all records will be kept for at least two (2) years at The Corner's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, The Corner will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to The Corner's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of The Corner's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to The Corner operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all executives of The Corner, and members, if any, of The Corner, will be made available upon request by any individual. 935 CMR 500.105(1)(m)

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requirement may be fulfilled by placing this information on The Corner's website.

- Policies and procedures for the handling of cash on The Corner premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

The Corner will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

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 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
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- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Transportation Records
 - The Corner will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
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 - A description of The Corner's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
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 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to The Corner operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all executives of The Corner, and members, if any, of The Corner, will be made available upon request by any individual. 935 CMR 500.105(1)(m)

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.⁵

requirement may be fulfilled by placing this information on The Corner's website.

- Policies and procedures for the handling of cash on The Corner premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

The Corner will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

All information contained herein is subject to revision. The Corner intends to supplement and amend this document based upon input from the Cannabis Control Commission, the Town of Worcester, and as The Corner's understanding of its needs change. The Corner will assure all necessary local authorities receive a copy of this document, as well as any finalized amendments to this document. We respectfully ask that the materials provided be held in confidence.⁶

The Corner Emporium Diversity Plan

The Corner Emporium aims to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees.

The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. The Corner Emporium's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The Corner Emporium's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age, veteran status and sexual orientation. We are committed to hiring those best fit for the role.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that The Corner Emporium is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

The Corner Emporium will comply with the requirements of 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 The Corner Emporium will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The Corner Emporium will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below:

Diversity Plan Populations ("Program Populations"):

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LGBTQ+

Goals

The goals that The Corner Emporium is committed to achieving through this plan and our vision include:

1. Make The Corner Emporium a diverse and representative workplace through the Recruitment and Hiring Program to target goals of 50% female-identifying employees and management and 30% of employees and Management to identify as minority, veteran, persons with a disability or persons who are LGBTQ; of which 30% the goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

2. Include as our suppliers, contractors and wholesale partners businesses owned by diverse individuals who meet the Program Populations

RECRUITMENT AND HIRING PROGRAM

Goals- Our goal for this program is to make The Corner Emporium workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LGBTQ+
 - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

Program- The Corner Emporium looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LGBTQ+ in the operation of our company. To promote diversity and equity The Corner Emporium will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be forwarded to the MassHire Worcester Career Center and posted in the Worcester Telegram. Both of these entities serve Worcester Massachusetts which has the highest minority populations in the area.
 - Our first Job postings will be withing 60 days of receipt of our Provisional License
 - Second and subsequent job posting will be done as needed.
8. The Corner will continue to participate in job fairs hosted by the Grafton Job Corps and Worcester Community Action Council. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

9. The Corner will present general information as well as information about requirements of cannabis industry participation in seminars targeted to Minorities; Women; Veterans; People with disabilities; and People who are LGBTQ+ as well as descriptions of CCC programs in support of the above groups in order to increase their participation in the workplace.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

SUPPLIER/PARTNER PROGRAM

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. The Corner Emporium is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. The Corner Emporium recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

- Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+

Program- The Corner Emporium will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. The Corner Emporium will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and
5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, The Corner Emporium will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter The Corner Emporium management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.