



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100185
Original Issued Date: 02/12/2026
Issued Date: 02/12/2026
Expiration Date: 02/12/2027

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:
PDO103666

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: The Heritage Club, LLC

Phone Number: 617-640-4104 **Email Address:** nike@vibe-re.com

Business Address 1: 116 Cambridge St **Business Address 2:**

Business City: Boston **Business State:** MA **Business Zip Code:** 02129

Mailing Address 1: 116 Cambridge St **Mailing Address 2:**

Mailing City: Boston **Mailing State:** MA **Mailing Zip Code:** 02129

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 77.5

Percentage Of Control:

100

Role: Owner / Partner

Other Role:

First Name: Adenike

Last Name: John

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Adenike **Last Name:** John **Suffix:**
Marijuana Establishment Name: The Heritage Club, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 2

First Name: Adenike **Last Name:** John **Suffix:**
Marijuana Establishment Name: 1220 Washington St, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 3

First Name: Adenike **Last Name:** John **Suffix:**
Marijuana Establishment Name: Westfield Ultra Premium, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Westfield **Marijuana Establishment State:** MA

Individual 4

First Name: Adenike **Last Name:** John **Suffix:**
Marijuana Establishment Name: Westfield Ultra Premium, LLC **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Westfield **Marijuana Establishment State:** MA

Individual 5

First Name: Adenike **Last Name:** John **Suffix:**
Marijuana Establishment Name: Westfield Ultra Premium, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Westfield **Marijuana Establishment State:** MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 116R Cambridge St **Establishment Address 2:**
Establishment City: Boston **Establishment Zip Code:** 02129
Approximate square footage of the establishment: 4400 **How many abutters does this property have?:** 63
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
Plan to Remain Compliant with Local Zoning	Heritage - Local Zoning.pdf	pdf	6644efce72e8c00008a34721	05/15/2024
Executed HCA	The Heritage Club 2025 Fully Executed HCA.pdf	pdf	68eeca8d5c55e822b046c91d	10/14/2025
Community Outreach Meeting Documentation	Heritage Club_COM Materials.pdf	pdf	6900d02cd4224865b0605e07	10/28/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Heritage PIP.pdf	pdf	6644f052375e290008ac70aa	05/15/2024
Plan for Positive Impact	Heritage Club_Positive Impact Plan_Updated.pdf	pdf	68e0922a366765b777baf161	10/03/2025

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	2025-03-21 13-40.pdf	pdf	68262e842309ac25e350f404	05/15/2025
Department of Revenue - Certificate of Good standing	Mass DOR March 2025 COGS.pdf	pdf	68262e8f2309ac25e350f47a	05/15/2025
Department of Unemployment Assistance - Certificate of Good standing	DUA COGS 2025 May Heritage.pdf	pdf	68262e972309ac25e350f48e	05/15/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	THC AOl.pdf	pdf	6644f28d72e8c00008a35201	05/15/2024
Bylaws	The Heritage Club, LLC - AR Operating Agreement - Executed[14].pdf	pdf	682631492309ac25e350fa26	05/15/2025

Massachusetts Business Identification Number: 001397504

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Business Plan	The Heritage Club, LLC_Business Plan.pdf	pdf	65f8b14ac61a5000089f5a89	03/18/2024
Plan for Liability Insurance	The Heritage Club_Plan for Obtaining Liability Insurance.pdf	pdf	65f8b16ec61a5000089f5ae4	03/18/2024
Operating Agreement or Articles of Incorporation	Articles of Incorporation.pdf	pdf	6826321e6cf3645b62f98884	05/15/2025
Capitalization Table	THC Cap Table.pdf	pdf	6826393d6cf3645b62f99b31	05/15/2025
Proposed Timeline	Heritage Club_Proposed Timeline_Courier.pdf	pdf	68e0934b366765b777baf254	10/03/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	The Heritage Club_Prevention of Diversion.pdf	pdf	65f8b1b75e87790008762a87	03/18/2024
Security plan	The Heritage Club_Security Plan.pdf	pdf	65f8b1cac61a5000089f5d2f	03/18/2024
Storage of marijuana	The Heritage Club_Storage Plan.pdf	pdf	65f8b1dac61a5000089f5d9b	03/18/2024
Inventory procedures	The Heritage Club_Inventory Plan.pdf	pdf	65f8b1f75e87790008762b5b	03/18/2024
Transportation of marijuana	The Heritage Club_Transportation Plan.pdf	pdf	65f8b1f8c61a5000089f5df0	03/18/2024
Quality control and testing procedures	The Heritage Club_Quality Control and Testing.pdf	pdf	65f8b1f95e87790008762b6f	03/18/2024
Personnel policies	The Heritage Club_Personnel Policies Including Background Checks.pdf	pdf	65f8b1fb5e87790008762b8d	03/18/2024
Qualifications and training	The Heritage Club_Qualifications and Training.pdf	pdf	65f8b245c61a5000089f5e9f	03/18/2024
Dispensing procedures;inactive	The Heritage Club_Dispensing Procedures.pdf	pdf	65f8b2485e87790008762c07	03/18/2024
Maintenance of financial records	The Heritage Club_Maintaining of Financial Records.pdf	pdf	65f8b249c61a5000089f5eb3	03/18/2024
Energy Compliance Plan	The Heritage Club_Energy Compliance Plan.pdf	pdf	65f8b24b5e87790008762c1b	03/18/2024
Record-keeping procedures	The Heritage Club_Recordkeeping.pdf	pdf	65f8b24c5e87790008762c2f	03/18/2024
Delivery procedures (pursuant to 935 CMR 500.145)	Courier Delivery Plan (UPDATED).pdf	pdf	663296517910420008786bd9	05/01/2024
Diversity plan	Heritage Club_Diversity Plan_Updated.pdf	pdf	68ee87cb5c55e822b0464d0e	10/14/2025

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:30 AM Monday To: 9:00 PM

Tuesday From: 10:30 AM Tuesday To: 9:00 PM
Wednesday From: 10:30 AM Wednesday To: 9:00 PM
Thursday From: 10:00 AM Thursday To: 11:00 PM
Friday From: 10:00 AM Friday To: 11:00 PM
Saturday From: 9:00 AM Saturday To: 11:00 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

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

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The Heritage Club, LLC ("Heritage") will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Code. Heritage's proposed Cannabis Establishment is located in a zoning district that allows Cannabis Establishments by conditional use permit from the Zoning Board of Appeals, which Heritage has obtained. Heritage has already obtained a local license from the Boston Cannabis Board.

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

Heritage will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Heritage's establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

The Heritage Club, LLC

Name of applicant's authorized representative:

Adenike John

Signature of applicant's authorized representative:



THE HERITAGE CLUB, LLC
COMMUNITY OUTREACH MEETING RECORDING

Please copy and paste the following link to the meeting if simply clicking on it does not navigate appropriately:

https://us02web.zoom.us/rec/share/ctVHIJ-1Ho99wR3jHOptVI7OF0_ei2BjYet7PYDdbdGMKyBVfrTPg8uvCPb9Sf6g.D_MuMicbO57-aPzx

Passcode: DJQ#6UA^

Participants: Two (2)

Please note that meeting materials were made available upon request via email at least 24 hours in advance of the meeting, which is a method that the Cannabis Control Commission has allowed for many applicants.

Please see the below correspondence with the Boston City Clerk's office, which both acknowledged receipt of the notice of the virtual community outreach meeting and published that virtual community outreach meeting on the City of Boston's public notices page.

From: Luzia Cardoso <luzia.cardoso@boston.gov>
Sent: Friday, February 14, 2025 2:49 PM
To: Bridgette Nikisher <b.nikisher@vicentellp.com>
Cc: cityclerk@boston.gov; publicnotice@boston.gov; Rebecca Rutenberg <r.rutenberg@vicentellp.com>
Subject: Re: [City Clerk email] Notice of Community Outreach Meeting

 External email >

Posted

<https://www.boston.gov/public-notices/16354156>

Luzia

On Fri, Feb 14, 2025 at 2:13 PM Bridgette Nikisher <b.nikisher@vicentellp.com> wrote:

Please see attached.

Thanks!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers
Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

From: Luzia Cardoso <luzia.cardoso@boston.gov>

Sent: Friday, February 14, 2025 2:07 PM

To: Bridgette Nikisher <b.nikisher@vicentellp.com>

Cc: cityclerk@boston.gov; publicnotice@boston.gov; Rebecca Rutenberg
<r.rutenberg@vicentellp.com>

Subject: Re: [City Clerk email] Notice of Community Outreach Meeting

Hi Bridgette,

Please send me the word Doc

Thank You

On Fri, Feb 14, 2025 at 1:53 PM 'Bridgette Nikisher' via City Clerk

<cityclerk@boston.gov> wrote:

Hi,

Attached, please find notice of a community outreach meeting. Please do not hesitate to reach out with any questions.

Best,

Bridgette Nikisher

Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685

B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

--

Luzia Cardoso
Administrative Assistant
City Clerk
City of Boston
[617-635-2689](tel:617-635-2689)
Luzia.Cardoso@boston.gov

--

Luzia Cardoso
Administrative Assistant
City Clerk
City of Boston
[617-635-2689](tel:617-635-2689)
Luzia.Cardoso@boston.gov

NOTE: The Heritage Club LLC posted this notice with the City of Boston and in accordance with the City of Boston's requirements, which allows for virtual meetings (as the Commission is aware).

<https://www.boston.gov/public-notices/16354156#:~:text=The%20Heritage%20Club%20LLC%20will,3%2C%202025%2C%20at%205%20p.m.>

HERITAGE CLUB COMMUNITY OUTREACH MEETING

The Heritage Club LLC will hold a virtual community outreach meeting on March 3, 2025, at 5 p.m.

JOIN THE ZOOM MEETING

► Telephone Dial In: [+1-646-931-3860](tel:+16469313860)

► Webinar ID: 865 2425 4381

DISCUSSION TOPICS

1 AGENDA

Notice is hereby given that The Heritage Club LLC will hold a Virtual Community Outreach Meeting on March 3, 2025, at 5 p.m. to discuss the proposed addition of a marijuana delivery courier to its existing adult-use retailer at 116 Cambridge Street, Charlestown, MA 02129.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentelp.com.

Members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed operations. Questions can be submitted in advance by emailing r.rutenberg@vicentelp.com or asked during the meeting.

March 3, 2025

 05:00PM

 VIRTUAL
BOSTON, MA 02201

 SEND AN EMAIL

 OFFICE

Contact: BRIDGETTE NIKISHER

Neighborhoods: CITYWIDE

Posted: 02/14/2025 - 2:41PM

Resources: [OFFICIAL FILED POSTING](#) 

ACCESSIBILITY SERVICES

Interpretation, translation, and disability accommodation services are available to you at no cost. If you need them, please reach out to the contact listed in this Public Notice.

Begin forwarded message:

From: CCC Licensing <licensing@cccmass.com>

Subject: RE: Host Meetings Online

Date: February 10, 2025 at 9:45:05 AM EST

To:

Cc: CCC Licensing <licensing@cccmass.com>, Matt Giancola <Matt.Giancola@cccmass.com>, Jessica Porter <Jessica.Porter@cccmass.com>

Good morning,

I am following up on the email below regarding virtual Community Outreach Meetings.

Please note that the previous email was sent in error, and virtual Community Outreach Meetings are permitted by the Commission. Please also see the [Guidance on Licensure](#), which has further information on the requirements for Community Outreach Meetings.

We apologize for any confusion, but please feel free to reach out if you have any further questions.

Kind regards and have a great day!



Brendan, *Licensing Specialist*
Enforcement Department/Licensing
Pronouns: He/Him
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Licensing@CCCMass.com
www.MassCannabisControl.com



Considering applying for a Marijuana Establishment or Medical Marijuana Treatment Center license? This is a great place to start: [Guidance on Licensure](#).

Please consider all email communications sent to or received by the Cannabis Control Commission (Commission) to be a matter of public record. Commission emails may be disclosed in response to a request made pursuant to the Public Records Law, G. L. c. 66, §10 and G. L. c. 4, § 7, cl. 26, or in response to other compulsory legal process.

From: CCC Licensing <licensing@cccmass.com>

Sent: Wednesday, February 5, 2025 2:57 PM

To:

Cc: CCC Licensing <licensing@cccmass.com>

Subject: RE: Host Meetings Online

Good afternoon,

Thank you for your email.

The [Administrative Order](#) allowing Virtual Community Outreach Meetings expired on December 31, 2023. This means that, at this time, the Commission cannot accept Virtual Community Outreach Meetings. However, we are discussing the possibility of extending acceptance of Virtual Community Outreach Meetings. Please consider attending the Commission's [public meetings](#) to keep up to date on this discussion.

Please let us know if we can assist further.

Kind regards and have a great day!



Brendan, *Licensing Specialist*
Enforcement Department/Licensing
Pronouns: He/Him
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Licensing@CCCMass.com
www.MassCannabisControl.com



Considering applying for a Marijuana Establishment or Medical Marijuana Treatment Center license? This is a great place to start: [Guidance on Licensure](#).

Please consider all email communications sent to or received by the Cannabis Control Commission (Commission) to be a matter of public record. Commission emails may be disclosed in response to a request made pursuant to the Public Records Law, G. L. c. 66, §10 and G. L. c. 4, § 7, cl. 26, or in response to other compulsory legal process.

ATTACHMENT B

From: [Bridgette Nikisher](#)
To: cityclerk@boston.gov; publicnotice@boston.gov
Cc: [Rebecca Rutenberg](#)
Subject: Notice of Community Outreach Meeting
Date: Friday, February 14, 2025 1:50:00 PM
Attachments: [Heritage Club - Notice of Community Outreach Meeting.pdf](#)
[image001.png](#)

Hi,

Attached, please find notice of a community outreach meeting. Please do not hesitate to reach out with any questions.

Best,

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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Bridgette Nikisher is not a licensed attorney, nothing herein should be construed as legal advice.

ATTACHMENT B

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that The Heritage Club LLC will hold a Virtual Community Outreach Meeting on **March 3, 2025** at 5:00 PM to discuss the proposed addition of a marijuana delivery courier to its existing adult-use retailer at 116 Cambridge Street, Charlestown, MA 02129.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

Members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

Join Zoom Meeting: <https://us02web.zoom.us/j/86524254381>

Telephone Dial In: +1 646 931 3860 | Webinar ID: 865 2425 4381

ATTACHMENT C

NOTICE OF COMMUNITY OUTREACH MEETING

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Members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

Join Zoom Meeting: <https://us02web.zoom.us/j/86524254381>

Telephone Dial In: +1 646 931 3860 | Webinar ID: 865 2425 4381

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PS Form 3800, January 2023 PSN 7530-02-000-9047

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PS Form 3800, January 2023 PSN 7530-02-000-9047

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 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$ FEB 19 2025
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$

Postmark Here

9589 0710 5270 0198 5293 35

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$ FEB 19 2025
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$

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0270 0198 5293 28

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Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$ FEB 19 2025
 Certified Mail Restricted Delivery \$

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$ FEB 19 2025
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Positive Impact Plan

Heritage Club firmly believes that it has a responsibility to give back to the surrounding community. Its goal to provide resources and financial contributions of over \$150,000 each year to individuals and initiatives that have been disproportionately impacted by marijuana prohibition.

Programs:

- ▶ Home buying assistance: Heritage Club's founder and Chief Executive Officer has an extensive background as a broker and real estate professional. Heritage Club will earmark \$150,000 of funds annually to assist in covering closing costs for up to 10 qualifying residents each year. Participants will be eligible to apply via Heritage Club's website and must meet one of the following criteria:
 - **Criteria A:** Income that does not exceed 400% of Area Median Income and Residency in the City of Boston or an Area of Disproportionate Impact, as defined by the Commission, for at least five of the past ten years;
 - **Criteria B:** Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in other jurisdictions;
 - **Criteria C:** Residency in Massachusetts for at least the past 12 months and proof that the applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in other jurisdictions;

- The program will be advertised in Guidelines for Fair Housing as well as in internal correspondence to employees. Applicants will be selected on a need-based rolling basis until the funding is used up. To apply, applicants must provide:
 1. A standard application form outlining basic contact information;
 2. Demonstration that they are eligible to resident in the program as outlined below:
 - a. **Criteria A** An attestation that their income does not exceed 400% of the area median income as outlined by this document provided by the Cannabis Control Commission (https://masscannabiscontrol.com/wp-content/uploads/2020/02/AMI_by_Town_2.24.20.pdf) and any updates thereto. Applicants will be asked to complete a Form 4506-T to verify income. Applicants must also provide proof of residency demonstrating residency in the City of Boston or an Area of Disproportionate Impact for five of the last ten years. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.
 - b. **Criteria B/C:** Court records outlining a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction

in other jurisdictions. Applicants must also provide proof of residency demonstrating residency in the Commonwealth of Massachusetts for the last calendar year. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.

3. Proof of mortgage prequalification at the time of the application;
4. Proof of preapproval.

Measurements:

Annually upon renewal, the Heritage Club will provide the following measurements to demonstrate its progress towards achieving its goals

- ▶ Heritage Club will provide financial records from its home buying assistance program to demonstrate it contributed \$150,000 each year
- ▶ Heritage Club will provide a checklist demonstrating how each recipient qualified for the program

Disclosures:

Heritage Club will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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

POSITIVE IMPACT PLAN

The Heritage Club, LLC ("Heritage Club") firmly believes that it has a responsibility to give back to the surrounding community. Its goal is to provide resources and financial contributions of over \$150,000 each year to individuals who have been disproportionately impacted by marijuana prohibition, specifically those individuals who are or would qualify as Social Equity Program Participants.

Programs:

- ▶ Home buying assistance: Heritage Club's founder and Chief Executive Officer has an extensive background as a broker and real estate professional. Heritage Club will earmark \$150,000 of funds annually to assist in covering closing costs for up to 10 qualifying residents each year. Participants will be eligible to apply via Heritage Club's website and must meet one of the following criteria:
 - **Criteria A:** Income that does not exceed 400% of Area Median Income and residency in an Area of Disproportionate Impact, as defined by the Commission, for at least five of the past ten years;
 - **Criteria B:** Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in other jurisdictions; or
 - **Criteria C:** Residency in Massachusetts for at least the past 12 months and proof that the applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in other jurisdictions.

- The program will be advertised via social media (including Facebook) as well as in internal correspondence to employees. Applicants will be selected on a need-based rolling basis until the funding is used up. To apply, applicants must provide:
 1. A standard application form outlining basic contact information;
 2. Demonstration that they are eligible to resident in the program as outlined below:
 - a. **Criteria A** An attestation that their income does not exceed 400% of the area median income as outlined by this document provided by the Cannabis Control Commission (<https://masscannabiscontrol.com/wp-content/uploads/2025/07/AMI-by-Town-2023.pdf>) and any updates thereto. Applicants will be asked to complete a Form 4506-T to verify income. Applicants must also provide proof of residency demonstrating residency in an Area of Disproportionate Impact for five of the last ten years. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.
 - b. **Criteria B/C:** Court records outlining a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent

conviction in other jurisdictions. Applicants must also provide proof of residency demonstrating residency in the Commonwealth of Massachusetts for the last calendar year. Acceptable documentation includes: school records; a signed lease agreement; a Massachusetts driver's license or ID card; a residential property deed; banking records; housing authority records; utility bills; or dated notices or correspondence from a local or state government entity.

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001397504

1. The exact name of the limited liability company is: THE HERITAGE CLUB, LLC

2a. Location of its principal office:

No. and Street: 46 ADAMS ST
APT C1
 City or Town: BOSTON State: MA Zip: 02122 Country: USA

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

No. and Street: 46 ADAMS ST
APT C1
 City or Town: BOSTON State: MA Zip: 02122 Country: USA

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

THE CORPORATION IS INITIALLY ORGANIZED TO CULTIVATE, MANUFACTURE, SELL, AND DISTRIBUTE PRODUCTS CONTAINING CANNABIS FOR ADULT USE. THE CORPORATION IS PERMITTED TO SEEK LICENSURE FROM THE CANNABIS CONTROL COMMISSION AND ALL APPLICABLE MASSACHUSETTS REGULATORY AGENCIES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ADENIKE JOHN
 No. and Street: 46 ADAMS ST
APT C1
 City or Town: BOSTON State: MA Zip: 02122 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02122 USA

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

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02122 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ADENIKE JOHN	46 ADAMS ST BOSTON, MA 02115 UNI

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of August, 2019,
ADENIKE JOHN

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 14, 2019 02:42 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

among

THE HERITAGE CLUB, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

December 1, 2023

TABLE OF CONTENTS

ARTICLE I ORGANIZATION.....	1
Section 1.01 Formation.....	1
Section 1.02 Name.....	1
Section 1.03 Records Address.....	2
Section 1.04 Resident Agent.....	2
Section 1.05 Purpose; Powers.....	2
Section 1.06 Term.....	2
Section 1.07 No State-Law Partnership.....	2
Section 1.08 Regulatory Licenses.....	2
Section 1.09 Cannabis Activities.....	2
ARTICLE II UNITS.....	3
Section 2.01 Units Generally.....	3
Section 2.02 Authorization and Issuance of Preferred Units.....	3
Section 2.03 Authorization and Issuance of Common Units.....	3
Section 2.04 Other Issuances.....	3
Section 2.05 Limitations on Issuances of Units.....	4
Section 2.06 Certification of Units.....	4
ARTICLE III MEMBERS.....	5
Section 3.01 Admission of New Members.....	5
Section 3.02 Representations and Warranties of Members.....	6
Section 3.03 No Personal Liability.....	7
Section 3.04 No Withdrawal.....	7
Section 3.05 Death.....	8
Section 3.06 Voting.....	8
Section 3.07 Meetings.....	8
Section 3.08 Quorum.....	9
Section 3.09 Action Without Meeting.....	9
Section 3.10 Power of Members.....	9
Section 3.11 No Interest in Company Property.....	9
Section 3.12 Automatic Divestiture.....	9
Section 3.13 Settling of Accounts Following Automatic Divestiture.....	11
ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS.....	11
Section 4.01 Initial Capital Contributions.....	11
Section 4.02 Additional Capital.....	11
Section 4.03 Maintenance of Capital.....	12
Section 4.04 Succession Upon Transfer.....	12
Section 4.05 Negative Capital Accounts.....	12
Section 4.06 No Withdrawal.....	13
Section 4.07 Treatment of Loans.....	13
Section 4.08 Intent and Modifications.....	13
ARTICLE V ALLOCATIONS.....	13

Section 5.01	Allocation of Net Income and Net Loss	13
Section 5.02	Regulatory and Special Allocations	13
Section 5.03	Tax Allocations	15
Section 5.04	Allocations in Respect of Transferred Units.....	15
Section 5.05	Curative Allocations	16
ARTICLE VI DISTRIBUTIONS		16
Section 6.01	General.....	16
Section 6.02	Priority of Distributions	16
Section 6.03	Tax Distributions	17
Section 6.04	Tax Withholding; Withholding Advances.....	18
Section 6.05	Distributions in Kind.....	19
ARTICLE VII MANAGEMENT		20
Section 7.01	Establishment of the Board.....	20
Section 7.02	Board Composition	20
Section 7.03	Removal	21
Section 7.04	Meetings.....	21
Section 7.05	Quorum; Manner of Acting	21
Section 7.06	Action by Written Consent	22
Section 7.07	Compensation; No Employment.....	22
Section 7.08	Officers	22
Section 7.09	No Personal Liability	22
Section 7.10	Protective Provisions	22
ARTICLE VIII PRE-EMPTIVE RIGHTS		23
Section 8.01	Pre-emptive Right	23
ARTICLE IX TRANSFER.....		26
Section 9.01	General Restrictions on Transfer	26
Section 9.02	Permitted Transfers.....	28
Section 9.03	Right of First Refusal.....	28
Section 9.04	Drag-along Rights	33
ARTICLE X COVENANTS		37
Section 10.01	Confidentiality	37
ARTICLE XI ACCOUNTING; TAX MATTERS		39
Section 11.01	Financial Statements	39
Section 11.02	Partnership Representative.....	40
Section 11.03	Tax Returns.....	40
Section 11.04	Company Funds	41
ARTICLE XII DISSOLUTION AND LIQUIDATION.....		41
Section 12.01	Events of Dissolution.....	41
Section 12.02	Effectiveness of Dissolution	41
Section 12.03	Liquidation.....	41

Section 12.04	Cancellation of Certificate	42
Section 12.05	Survival of Rights, Duties and Obligations	43
Section 12.06	Resource for Claims.....	43
ARTICLE XIII EXCULPATION AND INDEMNIFICATION		43
Section 13.01	Exculpation of Covered Persons	43
Section 13.02	Liabilities and Duties of Covered Persons.....	43
Section 13.03	Indemnification.....	44
ARTICLE XIV MISCELLANEOUS		46
Section 14.01	Expenses	46
Section 14.02	Further Assurances.....	46
Section 14.03	Notices	46
Section 14.04	Interpretation; Headings.....	47
Section 14.05	Severability	47
Section 14.06	Regulatory Review.....	48
Section 14.07	Entire Agreement.....	48
Section 14.08	Successors and Assigns.....	48
Section 14.09	No Third-party Beneficiaries	48
Section 14.10	Amendment.....	48
Section 14.11	Waiver.....	48
Section 14.12	Governing Law	49
Section 14.13	Dispute Resolution.....	49
Section 14.14	Binding Arbitration.....	49
Section 14.15	Equitable Remedies	50
Section 14.16	Attorneys' Fees	50
Section 14.17	Remedies Cumulative	50
Section 14.18	Counterparts.....	50

**AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) of **THE HERITAGE CLUB, LLC**, a Massachusetts limited liability company (the “Company”), is entered into as of December 1, 2023, by and among those persons who are from time-to-time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (each individually a “Member,” and collectively, the “Members”).

RECITALS

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on August 14, 2019 (the “Certificate of Organization”);

WHEREAS, Adenike John entered into an operating agreement with the Company on May 24, 2021 (the “Prior Agreement”);

WHEREAS, the Members and the Company, in connection with a financing of the company, desire to amend and restate the Prior Agreement in its entirety to be in the form provided herein;

WHEREAS, each of the Members, by executing this Agreement, desire to enter into Subscription Agreements, pursuant to which they acquire their respective Units in the Company on the terms and conditions fully set forth therein;

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

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

**ARTICLE I
ORGANIZATION**

Section 1.01 Formation.

(a) The Company was formed on August 14, 2019, upon the filing of the Certificate of Organization with the Secretary of the Commonwealth.

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

Section 1.02 Name. The name of the Company is “**THE HERITAGE CLUB, LLC**” or such other name or names as the Board may from time-to-time designate; *provided*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”.

Section 1.03 Records Address. The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

Section 1.04 Resident Agent. The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

Section 1.05 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto.

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

Section 1.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 1.07 No State-Law Partnership. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a state law partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager, or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purpose other than as set forth in the first sentence of this Section 1.07.

Section 1.08 Regulatory Licenses. The Members intend that the Company shall apply for Regulatory Licenses pursuant to the Cannabis Code. In connection with the foregoing, the Company and each Member shall take all actions reasonably necessary in connection with the application for Regulatory Licenses and shall not otherwise take any action that would reasonably be expected to jeopardize such applications. For the avoidance of doubt, such actions include modifications to this Agreement; *provided, however*, that any such modification shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

Section 1.09 Cannabis Activities. ACQUISITION OF THE UNITS INVOLVES DIRECT AND/OR INDIRECT FINANCIAL INTERESTS IN CANNABIS OR CANNABIS PRODUCTS, TRANSACTIONS, AND ACTIVITIES. THE POSSESSION, CULTIVATION, MANUFACTURE, PRODUCTION, STORAGE, TESTING, DISTRIBUTION, AND/OR SALE

OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL LAW. NO PARTY, NOR ANY ATTORNEYS FOR ANY PARTY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY. EACH MEMBER ASSUMES ALL RISKS ASSOCIATED WITH ACQUISITION OF THE UNITS, INCLUDING THE RISK OF CRIMINAL PROSECUTION, AND HEREBY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS SUCH RISKS AND THAT ITS ACQUISITION OF THE UNITS DOES NOT VIOLATE THE LAWS OF THE JURISDICTIONS UNDER WHICH IT RESIDES OR IS DOMICILED AND, AS APPLICABLE, IS FORMED OR ORGANIZED (OTHER THAN U.S. FEDERAL LAWS AS THEY PERTAIN TO THE ILLEGALITY OF CANNABIS). THE MEMBERS AGREE TO REFORM THIS AGREEMENT IF REQUIRED BY THE CANNABIS CODE OR ANY CANNABIS REGULATORY BODY.

ARTICLE II UNITS

Section 2.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one (1) or more types, classes, or series. Each type, class, or series of Units shall have the privileges, preference, distribution priorities, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class, or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the “Members Schedule”) and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 2.02 Authorization and Issuance of Preferred Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as Preferred Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Agreements, the number of Common Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 2.03 Authorization and Issuance of Common Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Agreements, the number of Common Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 2.04 Other Issuances. In addition to the Common Units and Preferred Units, the Company is hereby authorized, subject to compliance with the provisions of this Agreement, to authorize and issue or sell to any Person any of the following (collectively, “New Interests”): (i) any new type, class, or series of Units not otherwise described in this Agreement; and (ii) Unit Equivalents. The Board is hereby authorized, subject to Section 14.10, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations, and rights of any such New Interests, including the number of such New Interests to be issued, the

preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 2.05 Limitations on Issuances of Units. Notwithstanding the foregoing, the Company shall not, and neither the Members nor the Managers may cause the Company to, issue Units if such issuance would jeopardize the cannabis business licenses or permits of the Company. Any purported issuance of Units in violation of this Section 2.05 shall be null and void.

Section 2.06 Certification of Units.

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

(b) In the event that the Board shall issue certificates representing Units in accordance with Section 2.06(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

Section 2.07 Treatment of any Profits Interest.

(a) In General. The Members intend that that any Units or other interest in the Company issued in exchange for the provision of service to or for the benefit of the Company shall qualify and be treated as “profits interests” under Internal Revenue Service Revenue Procedure 93-27 and Notice 2005-43 for all U.S. federal income tax purposes as of the date any such interests are issued. This Agreement shall be construed accordingly. Notwithstanding any other provision of this Agreement to the contrary, upon the issuance of any such interests: (i) the Company shall take such action reasonably requested by the Board to ensure that the fair market value of such interests at the time of issuance is treated for U.S. federal income tax purposes as having a “liquidation value” (within the meaning of Proposed Treasury Regulations Section 1.83-3(l) and any successor thereto) equal to zero (\$0); and (ii) without limiting the generality of the foregoing, to the extent required in order to attain or ensure such tax treatment under applicable law, revenue

procedure, revenue ruling, notice, or other guidance governing partnership interests transferred in connection with the performance of services, but subject to the other terms and conditions of this Agreement, such action may include authorizing and directing the Company to make any applicable “safe harbor” election, agreeing to any reasonable condition imposed on the recipient thereof, executing any amendment to this Agreement or other agreements, executing any new agreements, making any tax election or other filing, and agreeing not to take any contrary position.

(b) Receipt of Both Profits and Capital Interests. The Members acknowledge that with respect to any Members receiving both a “capital interest” in exchange for a Capital Contribution and a “profits interest” in exchange for the provision of services to or for the benefit of the Company, if any, such Member’s share of Company capital shall be commensurate with the amount of capital such Member contributes to the Company (determined at the time of receipt of such capital interest) relative to the total capital contributed to the Company. Accordingly, the Members intend that any Units (or portion thereof) received by any Member in exchange for its Capital Contribution shall qualify and be treated as a “capital interest” pursuant to Internal Revenue Service Revenue Procedure 93-27 for all U.S. federal income tax purposes as of the date any such Interest is issued, and not as an “applicable partnership interest” under Code § 1061(c). Notwithstanding any other provision of this Agreement to the contrary, upon the issuance of any such capital interest, the Company shall take such action reasonably requested by the recipient thereof, to the extent required in order to attain or ensure such “capital interest” tax treatment under applicable law, revenue procedure, revenue ruling, notice, or other guidance governing such interests, but subject to the other terms and conditions of this Agreement, which action may include authorizing and directing the Company to make any applicable “safe harbor” election, agreeing to any reasonable condition imposed on the recipient thereof, executing any amendment to this Agreement or other agreements, executing any new agreements, making any tax election or other filing, and agreeing not to take any contrary position.

Section 2.08 Regulatory Compliance. Notwithstanding anything else contained herein, any authorization, issuance, or sale of additional Units or New Interests shall be permitted only if such authorization, issuance, or sale (a) complies with the Cannabis Code including timely receipt of required approvals (if any) from any applicable Cannabis Regulatory Body, and (b) would otherwise not reasonably be expected to jeopardize the Company’s Regulatory Licenses (if any).

ARTICLE III MEMBERS

Section 3.01 Admission of New Members.

(a) Notwithstanding anything else contained herein, a Person not already a Member of the Company shall be admitted into the Company as a Member only if (i) such Person is qualified under the Cannabis Code to be a Member and acquire and own the applicable Units and otherwise would not violate the Cannabis Code, (ii) such admission is conducted in compliance with the Cannabis Code, including timely receipt of required approvals (if any) from any applicable Cannabis Regulatory Body, and (iii) such admission would otherwise not reasonably be expected to jeopardize the Company’s Regulatory Licenses (if any). Any admission

or attempted admission of a Person as a Member in violation of this Section 3.01(a) shall be null and void and no such admission shall be recorded on the Members Schedule and such Person shall not be treated as a Member for all purposes of this Agreement

(b) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of this Agreement, and (ii) in connection with a Transfer of Units, in each case, subject to compliance with the provisions of this Agreement.

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

Section 3.02 Representations and Warranties of Members. By execution and delivery of a Subscription Agreement and this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 3.01, represents and warrants to the Company and acknowledges that:

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

(b) Such Member is an “accredited investor” within the meaning of Rule 501 promulgated under the Securities Act, as amended by § 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

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

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

(e) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of

operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

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

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

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

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

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

(k) Such Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business.

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

Section 3.03 No Personal Liability. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 3.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a

Member. Notwithstanding anything contained herein to the contrary, in the event any Member is determined to be unfit to have an ownership or permitted economic interest in a marijuana business pursuant to the Cannabis Code, such Member shall be subject to Automatic Divestiture as set forth in Section 3.12 and Section 3.13.

Section 3.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided*, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement; *provided, further*, that any such transfer to a deceased Member's heirs be in accordance with Section 3.01(a).

Section 3.06 Voting. Except as otherwise provided by this Agreement (including Section 14.10) or as otherwise required by Applicable Law:

(a) each Member shall be entitled to one (1) vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement; and

(b) each Member shall be entitled to one (1) vote per Preferred Unit on all matters upon which the Members have the right to vote under this Agreement.

Section 3.07 Meetings.

(a) Calling the Meeting. Meetings of the Members may be called by (i) the Board or (ii) by a Member or group of Members holding more than fifty-one percent (51%) of the then-outstanding Units.

(b) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than seven (7) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Board or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Board or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Participation. Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Vote by Proxy. On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by the Members; *provided*, that the Members shall have been notified of the meeting in accordance with Section 3.07(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 3.08 Quorum. A quorum of any meeting of the Members shall require the presence of the Members holding a majority of the outstanding Units on an as converted basis. Subject to Section 3.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 3.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the outstanding Units held by all Members.

Section 3.09 Action Without Meeting. Notwithstanding the provisions of Section 3.08, any matter that is to be voted on, consented to or approved by the Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the outstanding Units on an as converted basis. A record shall be maintained by the Board of each such action taken by written consent of a Member or Members.

Section 3.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company. Members shall have no power, authority, or right to participate in the management or decision-making of the Company except as expressly provided herein.

Section 3.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 3.12 Automatic Divestiture. If, during anytime while the Company holds a local or state license to operate a cannabis business pursuant to the Cannabis Code, any of the following occur to a Member or to a member of an entity that is a Member of the Company, all interests of that Member in the Company (the “Affected Member”) will automatically and immediately terminate, and the Affected Member will cease to be a Member (“Automatic Divestiture”):

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Cannabis Code, disqualify the Affected Member from having an ownership interest in a marijuana business. However, where an Affected Member is only charged with a criminal offense and not convicted, and where the Cannabis Regulatory Body and any other local or state licensing authority upon request have

agreed to defer pursuing any action against the Company's marijuana business license(s) based upon such charges, or where any such actions of the Cannabis Regulatory Body and local licensing authorities are subject to a stay order, then the Affected Member's Units shall not be subject to divestiture under this Section 3.12;

(b) The Affected Member or any entity that it owns or controls incurs a revocation of any marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Company's marijuana business license;

(c) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation stating that the Affected Member is unfit to have an ownership or economic interest in a marijuana business;

(d) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation against the issuance to the Company of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Member as a material factor in the decision, or the Cannabis Regulatory Body or local licensing authority conditions the issuance of a marijuana business license on the Company removing the Affected Member from the Company;

(e) The Cannabis Regulatory Body or local licensing authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's marijuana business license is being delayed beyond one (1) year following the filing of the Company's application for a marijuana business license, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Member;

(f) The Affected Member demonstrates a repeated failure to attend meetings with the Cannabis Regulatory Body or any local licensing authority as required for Company business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority;

(g) The Affected Member fails to provide information to the Cannabis Regulatory Body which is requested by or required by the Cannabis Regulatory Body;

(h) If the Affected Member is a partnership or other business entity and not a natural person, a member of the Affected Member is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the Cannabis Regulatory Body, unless such member is divested from the Affected Member in a timely manner;

(i) The Affected Member's association with the Company causes, or would be reasonably likely to cause, any business license or permit of the Company to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Governmental Authority; or

(j) The Affected Member's association with the Company is otherwise reasonably likely to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct its business or to obtain, retain, renew or reinstate any business license or permit of the Company.

Section 3.13 Settling of Accounts Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the automatic termination of any Member pursuant to Section 3.12 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 3.12, above, is due to a member, shareholder, officer or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divestiture events occur if the Board, a court of law or the Cannabis Regulatory Body provides a written assurance or order that Affected Member has removed the member, shareholder, officer or manager that caused any of the events enumerated in Section 3.12, above, pursuant to the terms of the Affected Member's governing documents.

(b) If an Affected Member is subject to Automatic Divestiture under Section 3.12, the Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) the Company and the Affected Member shall determine the Fair Market Value of the Affected Member's Units by a mutually agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note; (iii) once the value of the Affected Member's Units is determined in relation to the Company's Fair Market Value, the Company shall deliver a note (the "Payoff Note") to the Affected Member for fifty percent (50%) of the asset value of Affected Member's Units. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.01 Initial Capital Contributions. In connection with the execution of this Agreement and any Subscription Agreement, each Member owning Units has made Capital Contributions and is deemed to own the number, type, series and class of Units, in each case as applicable, in the amounts set forth opposite such Member's name on the Members Schedule as in effect on the date hereof.

Section 4.02 Additional Capital Contributions.

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

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

Section 4.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a “Capital Account”) on its books and records in accordance with this Section 4.03 and other provisions of this Article IV. Each Capital Account shall be established and maintained in accordance with the following provisions:

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

(i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution;

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

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

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

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

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

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

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

Section 4.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 5.04, shall receive allocations and Distributions pursuant to Article V and Article VI in respect of such Units.

Section 4.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative

balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 4.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 4.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 4.03(a)(iii), if applicable.

Section 4.08 Intent and Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss.

(a) For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual and/or gross items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after adjusting each Member's Capital Account for all Capital Contributions and Distributions made during such Fiscal Year (or portion thereof) and after giving effect to the special allocations set forth in Section 5.02, the Target Capital Account balance of each Member (which may be either a positive or negative balance), immediately after making such adjustments and allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 12.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c).

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Article VI:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations § 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations § 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations §§ 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations § 1.704-2(i). Except as otherwise provided in Treasury Regulations § 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations §§ 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations, or Distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account deficit created by such adjustments, allocations, or Distributions as quickly as possible. This Section 5.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) In the event an allocation of Net Loss would cause or increase an Adjusted Capital Account deficit of a Member in a manner that cannot have substantial economic effect, such Net Loss will, unless otherwise determined by the Board, be allocated among all Members according to their Unit holdings.

(e) The allocations set forth in Section 5.02(a) through Section 5.02(c) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code § 704. Notwithstanding any other provisions of this Article V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(f) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulations § 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") result from the allocations of Net Income and Net Loss provided for in this Agreement. For the

avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulations § 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b) through Section 5.03(e), all income, gains, losses, and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code § 704(c) and such permissible method(s) under Treasury Regulations § 1.704-3, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

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

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

(e) The Company shall make allocations pursuant to this Section 5.03 in accordance with such permissible methods as set forth and in accordance with Treasury Regulations § 1.704-3 and this Agreement.

(f) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions, or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article IX, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method.

Section 5.05 Curative Allocations. In the event that the Partnership Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss, or deduction is not specified in this Article V (an “Unallocated Item”), or that the allocation of any item of Company income, gain, loss, or deduction hereunder is clearly inconsistent with the Members’ economic interests in the Company (determined by reference to the general principles of Treasury Regulations § 1.704-1(b) and the factors set forth in Treasury Regulations § 1.704-1(b)(3)(ii)) (a “Misallocated Item”), then the Board may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; *provided*, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; *and provided*, *further*, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

(a) Subject to Section 6.01(b) and (c), Section 6.02, and Section 6.03 the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company’s obligations, including, but not limited to, present and anticipated debts and obligations to third parties and Members (as applicable), capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Subject to Section 6.01(c), and after all Distributions required for a given Fiscal Year under Section 6.03, the Company shall make at minimum, an annual Distribution to the Members representing twenty-five percent (25%) of the net revenues of the Company.

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

Section 6.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 6.03, and except as otherwise provided herein, all Distributions determined to be made by the Board pursuant to Section 6.01 shall be made:

(a) First to the Members holding Preferred Units pro rata in proportion to their respective Unreturned Capital Contributions until each such Member has received cumulative Distributions under this Section 6.02(a) equal to each of such Member’s Capital Contribution;

(b) Second, to the Members holding Common Units pro rata in proportion to their respective Unreturned Capital Contributions until each such Member has received

cumulative Distributions under this Section 6.02(a) equal to each of such Member's Capital Contribution; and

(c) Third, to the Members holding Common Units and Preferred Units pro rata in proportion to their aggregate holdings of Common Units and Preferred Units treated as one class of Units.

Section 6.03 Tax Distributions.

(a) Subject to any restrictions in any of the Company's and/or any Company Subsidiary's then-applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's and/or the Company Subsidiaries' obligations, at least seven (7) days before each date prescribed by the Code for an individual to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 6.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the seventy-fifth (75th) day of the next succeeding Fiscal Year; *provided*, that if the Company has made Distributions other than pursuant to this Section 6.03, the Board may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.03 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.03, except to the extent taken into account as an advance pursuant to Section 6.03(d) to reduce subsequent Distributions.

(d) For avoidance of doubt, any Distributions made pursuant to this Section 6.03 shall be treated as advances on Distributions payable to the applicable Member and shall reduce the amount otherwise Distributable to such Member pursuant to Section 6.02 or Section 12.03(c). Further, the amount to be Distributed as a tax Distribution in respect of any Fiscal Year pursuant to this Section 6.03 shall be computed as if any Distributions made pursuant to Section 6.02 during such Fiscal Year were a tax Distribution in respect of such Fiscal Year, with the understanding that the Company shall not make a tax Distribution in respect of any Fiscal Year to the extent any Distributions made pursuant to Section 6.02 during such Fiscal Year exceeds the Tax Amount of the Member in respect of such Fiscal Year.

(e) Any good faith determination of the amount of a tax Distribution made by the Board pursuant to this Section 6.03 shall be conclusive and binding on all Members absent manifest error.

Section 6.04 Tax Withholding; Withholding Advances.

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

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

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

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

(iv) If a Member fails or is unable to deliver to the Board the IRS form or affidavit described in Section 6.04(a)(i), the Board may withhold amounts from such Member in accordance with Section 6.04(b).

(b) Withholding Advances. The Company is hereby authorized at all times to make payments (“Withholding Advances”) with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Partnership Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “Taxing Authority”) with respect to any Distribution or allocation by the Company of income or gain to such Member and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 6.04(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Board, shall be charged against the Member's Capital Account in accordance with this Agreement.

(c) Repayment of Withholding Advances. Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at the Company Interest Rate:

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made; or

(ii) with the consent of the Board, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member.

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

(d) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 6.04(d) and the obligations of a Member pursuant to Section 6.04(c) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

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

Section 6.05 Distributions in Kind.

(a) The Board is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the members pursuant to Section 6.02.

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

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

Section 6.06 Distribution Upon Deemed Liquidation Event. In the event of a Deemed Liquidation Event, the Board shall distribute the proceeds of such Deemed Liquidation Event in the manner provided in Section 12.03(c).

Section 6.07 Limitations on Distributions to Units Treated as Profits Interests.

(a) Unvested Units. Notwithstanding Section 6.02, but subject to Section 6.03 (regarding tax Distributions), any Members holding any Units subject to vesting restrictions shall not be entitled to Distributions with regard to any such Units that are not vested at the time of an applicable Distribution, except as may otherwise be provided in an applicable Award Agreement.

(b) Profits Interest Hurdle. It is the intention of the Members that, with respect to Distributions to Members issued any Units in exchange for the provision of services to or for the benefit of the Company as contemplated in Section 2.07 (together, the “Profits Interest Members”), such Distributions shall be limited to the extent necessary so that such Units constitute a “profits interest” for U.S. federal income tax purposes. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Board shall, if necessary, limit any such Distributions to Profits Interest Members so that such Distributions do not exceed each Profits Interest Member’s share of the aggregate amount of unrealized appreciation in the assets of the Company between the date of the issuance of such Units and the date of such Distribution, it being understood that such unrealized appreciation shall be determined on the basis of the Book Value of the assets of the Company at the time any such Units are issued as determined by the Board at the time (the “Profits Interest Hurdle”). Such Profits Interest Hurdle amount or value may be set forth in an applicable Award Agreement and/or on Schedule A. In the event that a Profits Interest Member’s Distributions are reduced pursuant to this subsection, an amount equal to such excess Distributions shall be treated as instead apportioned to the other Members (including the Profits Interest Members that have met any prior Profits Interest Hurdle), pro rata in proportion to their aggregate holdings of vested Units.

ARTICLE VII MANAGEMENT

Section 7.01 Establishment of the Board. A board of managers of the Company (the “Board”) is hereby established and shall be comprised of natural Persons (each such Person, a “Manager”) who shall be appointed in accordance with the provisions of Section 7.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

Section 7.02 Board Composition. The Company and the Members shall take such actions as may be required to ensure that the number of managers constituting the Board is at all times three (3). The Board shall be comprised as follows:

- (a) The Common Units, voting as a class, shall be entitled to elect two (2) members of the Board; and
- (b) The Preferred Units, voting as a class, shall be entitled to elect one (1) member of the Board (the “Preferred Manager”).

Section 7.03 Removal; Resignation.

(a) A Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of a majority of the Members entitled to appoint such Manager in accordance with Section 7.02.

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

Section 7.04 Meetings.

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

(b) Special Meetings. Special meetings of the Board shall be held on the call of any two (2) Managers upon at least five (5) days' written notice (if the meeting is to be held in person) or one (1) day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

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

Section 7.05 Quorum; Manner of Acting.

(a) Quorum. The Preferred Manager and at least one other Manager serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

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

either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) Binding Act. Each Manager shall have one (1) vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

Section 7.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either (a) a written consent of a majority of the Managers on the Board (or committee) shall approve such action; *provided*, that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken, or (b) a written consent constituting all of the Managers on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth.

Section 7.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section 7.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

Section 7.08 Officers. The Board may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable. No Officer need be a Member or Manager. Any individual may hold two (2) or more offices of the Company. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board (acting by majority vote of all Managers other than the Officer being considered for removal, if applicable) with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board.

Section 7.09 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

Section 7.10 Protective Provisions.

- (a) Super Majority Member Approval. Notwithstanding the foregoing, the following actions may not be taken by the Company without the consent of the Members holding seventy-five percent (75%) of the issued and outstanding Units of the Company:
- (i) Sale or other liquidation of the Company or substantially all of its assets at a valuation of less than Ten Million Dollars (\$10,000,000.00);
 - (ii) Entering into an agreement for compensation with any Officer, employee, or contractor that is:
 - (1) Greater than Five Hundred Thousand Dollars (\$500,000.00) annually until the Company realizes an effective annual revenue of at least Twenty-Five Million Dollars (\$25,000,000.00), calculated by multiplying the past three months' revenue of the Company, including any subsidiaries owned by the Company, by four;
 - (2) Greater than Seven Hundred and Fifty Thousand Dollars (\$750,000.00) annually until the Company realizes an effective annual revenue of at least Fifty Million Dollars (\$50,000,000.00), calculated by multiplying the past three months' revenue of the Company, including any subsidiaries owned by the Company, by four;
 - (3) Thereafter, greater than 1.5% of annual revenue, calculated by multiplying the past three months' revenue of the Company plus any subsidiaries owned by the Company, by four.

ARTICLE VIII PRE-EMPTIVE RIGHTS

Section 8.01 Pre-emptive Right.

(a) Issuance of New Securities. The Company hereby grants to each holder of Preferred Units or Common Units (each, a "Pre-emptive Member") the right to purchase its Applicable Pro Rata Portion of any New Securities that the Company may from time to time propose to issue or sell to any party, provided, however, that the rights of holders of such Units pursuant to this Section 8.01 may be waived and shall not apply to the applicable issuance of New Securities upon the consent of Members holding seventy-five percent (75%) of the issued and outstanding Units of the Company.

(b) Definition of New Securities. As used herein:

- (i) the term "New Preferred Securities" shall mean any authorized but unissued Preferred Units and any Unit Equivalents convertible into Preferred Units, exchangeable or exercisable for Preferred Units, or providing a right to subscribe for, purchase or acquire Preferred Units;

(ii) the term “New Common Securities” shall mean any authorized but unissued Common Units and any Unit Equivalents convertible into Common Units, exchangeable or exercisable for Common Units, or providing a right to subscribe for, purchase or acquire Common Units; and

(iii) the term “New Securities” shall mean the New Preferred Securities and the New Common Securities, as applicable; *provided*, that neither the term “New Preferred Securities” nor the term “New Common Securities” shall include Units or Unit Equivalents issued or sold by the Company in connection with: (i) a grant to any existing or prospective Managers, Officers or other Service Providers pursuant to any Incentive Plan or similar equity-based plans or other compensation agreement; (ii) the conversion or exchange of any securities of the Company into Units, or the exercise of any warrants or other rights to acquire Units; (iii) any acquisition by the Company or any Company Subsidiary of any equity interests, assets, properties or business of any Person; (iv) any merger, consolidation or other business combination involving the Company or any Company Subsidiary; (v) the commencement of any transaction or series of related transactions involving a Change of Control; (vi) any subdivision of Units (by a split of Units or otherwise), payment of Distributions or any similar recapitalization; (vii) any private placement of warrants to purchase Membership Interests to lenders or other institutional investors (excluding the Members) in any arm’s length transaction in which such lenders or investors provide debt financing to the Company or any Company Subsidiary; (viii) a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company or any Company Subsidiary) relating to the operation of the Company’s or any Company Subsidiary’s business and not for the primary purpose of raising equity capital; (ix) any office lease or equipment lease or similar equipment financing transaction in which the Company or any Company Subsidiary obtains from a lessor or vendor the use of such office space or equipment for its business; or (x) any Units or Unit Equivalents issued in connection with the transaction, series of transactions, or financing round in which such Member acquired its Units.

(c) Additional Issuance Notices. The Company shall give written notice (an “Issuance Notice”) of any proposed issuance or sale described in Section 8.01(a) to the Pre-emptive Members within five (5) Business Days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities (a “Prospective Purchaser”) and shall set forth the material terms and conditions of the proposed issuance or sale, including:

(i) the number and description of the New Securities proposed to be issued and the percentage of the Company’s Units then outstanding on a Fully Diluted Basis (both in the aggregate and with respect to each class or series of Units proposed to be issued) that such issuance would represent;

- (ii) the proposed issuance date, which shall be at least twenty (20) Business Days from the date of the Issuance Notice;
- (iii) the proposed purchase price per unit of the New Securities; and
- (iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Board's good-faith determination of the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of the Members Schedule indicating the Pre-emptive Members' holdings of Preferred Units and Common Units in a manner that enables each Pre-emptive Member to calculate its Preferred Pro Rata Portion of any New Preferred Securities and its Common Pro Rata Portion of any New Common Securities.

(d) Exercise of Pre-emptive Rights. Each Pre-emptive Member shall, for a period of ten (10) Business Days following the receipt of an Issuance Notice (the "Exercise Period"), have the right to elect, irrevocably, to purchase all or any portion of its Preferred Pro Rata Portion of any New Preferred Securities and all or any portion of its Common Pro Rata Portion of any New Common Securities, as applicable, at the respective purchase prices set forth in the Issuance Notice by delivering a written notice to the Company (an "Acceptance Notice") specifying the number of New Preferred Securities and/or New Common Securities it desires to purchase. If both New Preferred Securities and New Common Securities are offered in the Issuance Notice, the Pre-emptive Members shall have the right to elect to purchase only New Preferred Securities or only New Common Securities. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Member to purchase the New Securities described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 8.01 with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

(e) Over-allotment. No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Member in writing of the number of New Securities that each Pre-emptive Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Over-allotment Notice"). Each Pre-emptive Member exercising its rights to purchase its Applicable Pro Rata Portion of the New Securities in full (an "Exercising Member") shall have a right of over-allotment such that if any other Pre-emptive Member has failed to exercise its right under this Section 8.01 to purchase its full Applicable Pro Rata Portion of the New Securities (each, a "Non-Exercising Member"), such Exercising Member may purchase its Applicable Pro Rata Portion of such Non-Exercising Member's allotment by giving written notice to the Company within five (5) Business Days of receipt of the Over-allotment Notice (the "Over-allotment Exercise Period").

(f) Sales to the Prospective Purchaser. Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free

to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in this Section 8.01 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced); provided, that: (i) such issuance or sale is closed within twenty (20) Business Days after the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such twenty (20) Business Day period for a reasonable time not to exceed forty (40) Business Days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Section 8.01.

(g) Closing of the Issuance. The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Section 8.01, the Company shall deliver the New Securities free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Members and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. The Company, in the discretion of the Board pursuant to Section 2.06(a), may deliver to each Exercising Member certificates evidencing the New Securities. Each Exercising Member shall deliver to the Company the purchase price for the New Securities purchased by such Exercising Member by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Each Member acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any Units or Unit Equivalents except as permitted pursuant to Section 9.02 or in accordance with the procedures described in Section 9.03 through Section 9.05, as applicable. Notwithstanding the foregoing or anything in this Agreement to the contrary,

- (i) Transfers of Incentive Units shall not be permitted except:
 - (1) pursuant to Section 9.02;

(2) when required of a Drag-along Member pursuant to Section 9.04; or

(3) as set forth in Section 9.05.

(ii) Transfers of Units shall not be permitted except with consent of the Board.

(b) No Transfer of Units or Unit Equivalents to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 3.01(b) hereof.

(c) Notwithstanding any other provision of this Agreement (including Section 9.02), each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents, and the Company agrees that it shall not issue any Units or Unit Equivalents:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units or Unit Equivalents, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;

(vi) if such Transfer or issuance would cause the Company or any of the Company Subsidiaries to be required to register as an investment company under the Investment Company Act of 1940, as amended;

(vii) if such Transfer or issuance would cause the assets of the Company or any of the Company Subsidiaries to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company or any Company Subsidiary; or

(viii) if such Transfer would jeopardize or otherwise adversely affect the Company's ability to hold any license, registration, certification, or permit held or sought by the Company or if such Transfer would otherwise jeopardize or adversely affect the Company's ability to engage in its business.

In any event, the Board may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(d) Any Transfer or attempted Transfer of any Units or Unit Equivalents in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Units or Unit Equivalents for all purposes of this Agreement.

(e) For the avoidance of doubt, any Transfer of Units or Unit Equivalents permitted by Section 9.02 or made in accordance with the procedures described in Section 9.03 through Section 9.05, as applicable, and purporting to be a sale, transfer, assignment or other disposal of the entire Membership Interest represented by such Units or Unit Equivalents, inclusive of all the rights and benefits applicable to such Membership Interest, shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits of the Membership Interest unless explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a), Section 9.03, Section 9.04 (with respect to the Dragging Member only) and Section 9.05 shall not apply to any of the following Transfers by any Member of any of its Units or Unit Equivalents:

(a) With respect to any company that is the holder of Preferred Units or Common Units, to (i) any Affiliate of the holder of such Units, and (ii) in the event of a winding up of such company, any of its limited partners in accordance with its constitutive documents; and

(b) With respect to any Member, to (i) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member, (ii) a charitable remainder trust, the income from which will be paid to such Member during his life, (iii) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Member and/or immediate family members of such Member, or (iv) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries; provided, that any Member who Transfers Units shall remain bound by the provisions of Section 10.01.

Section 9.03 Right of First Refusal.

(a) Offered Units.

(i) Subject to the terms and conditions specified in Section 9.01, Section 9.02 and this Section 9.03, the Company, first, and each Member holding Preferred Units and/or Common Units (as applicable), second, shall have a right of first refusal if any other Member (the “Offering Member”) receives a bona fide offer that the Offering Member desires to accept to Transfer all or any portion of the Preferred Units (or applicable Unit Equivalents) (the “Offered Preferred Units”) and/or Common Units (or applicable Unit Equivalents) (the “Offered Common Units”) it owns (the Offered Preferred Units and the Offered Common Units, collectively, the “Offered Units”).

(ii) As used herein, the term “Applicable Offered Units” shall mean (a) the Offered Preferred Units with respect to those Members holding Preferred Units (or applicable Unit Equivalents) (the “Applicable Offered Preferred Units”) and (b) the Offered Common Units with respect to those Members holding Common Units (or applicable Unit Equivalents) (the “Applicable Offered Common Units”). As used herein, the term “Applicable ROFR Rightsholders” shall mean, in the case of a proposed Transfer of Preferred Units (or applicable Unit Equivalents), all Members other than the Offering Member holding Preferred Units (or applicable Unit Equivalents), and in the case of a proposed Transfer of Common Units (or applicable Unit Equivalents), all Members other than the Offering Member holding Common Units (or applicable Unit Equivalents).

(b) Offering; Exceptions. Each time the Offering Member receives an offer for a Transfer of any of its Preferred Units and/or Common Units (or applicable Unit Equivalents) (other than Transfers (i) that are permitted by Section 9.02, (ii) that are proposed to be made by a Dragging Member or required to be made by a Drag-along Member pursuant to Section 9.04, or (iii) for which Members holding seventy five percent (75%) of the issued and outstanding Units of the Company elect that this Section 9.03 shall not apply), the Offering Member shall first make an offering of the Offered Units to the Company, first, and the Applicable ROFR Rightsholders, second, all in accordance with the following provisions of this Section 9.03, prior to Transferring such Offered Units to the proposed purchaser.

(c) Offer Notice.

(i) The Offering Member shall, within five (5) Business Days of receipt of the Transfer offer, give written notice (the “Offering Member Notice”) to the Company and the Applicable ROFR Rightsholders stating that it has received a bona fide offer for a Transfer of its Preferred Units and/or Common Units (or applicable Unit Equivalents), providing written evidence of such bona fide offer, and specifying:

(1) the number of Offered Preferred Units and/or Offered Common Units to be Transferred by the Offering Member;

(2) the proposed date, time and location of the closing of the Transfer, which shall not be less than 45 (forty-five) days from the date of the Offering Member Notice;

(3) the purchase price per Applicable Offered Unit (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

(4) the name of the Person who has offered to purchase such Offered Units, as well as proof, in a form and manner acceptable to the Board in its sole discretion, that said Person is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business.

(ii) The Offering Member Notice shall constitute the Offering Member's offer to Transfer the Offered Units to the Company and the Applicable ROFR Rightsholders, which offer shall be irrevocable until the end of the ROFR Rightsholder Option Period described in Section 9.03(d)(iv).

(iii) By delivering the Offering Member Notice, the Offering Member represents and warrants to the Company and each Applicable ROFR Rightsholder that:

(1) the Offering Member has full right, title and interest in and to the Offered Units;

(2) the Offering Member has all the necessary power and authority and has taken all necessary action to Transfer such Offered Units as contemplated by this Section 9.03; and

(3) the Offered Units are free and clear of any and all liens other than those arising as a result of or under the terms of this Agreement.

(d) Exercise of Right of First Refusal.

(i) Upon receipt of the Offering Member Notice, the Company and each Applicable ROFR Rightsholder shall have the right to purchase the Applicable Offered Units in the following order of priority: first, the Company shall have the right to purchase all or any portion of the Offered Units in accordance with the procedures set forth in Section 9.03(d)(ii), and thereafter, the Applicable ROFR Rightsholders shall have the right to purchase the Applicable Offered Units, in accordance with the procedures set forth in Section 9.03(d)(iv), to the extent the Company does not exercise its right in full. Notwithstanding the foregoing, the Company and the Applicable ROFR Rightsholders may only exercise their right to purchase the Offered Units if, after giving effect to all elections made under this

Section 9.03(d), no less than all of the Offered Units will be purchased by the Company and/or the Applicable ROFR Rightsholders.

(ii) For the avoidance of doubt, in the event of a proposed Transfer of both Preferred Units and Common Units (and/or applicable Unit Equivalents), the Offering Member may deliver a single Offering Member Notice to the Company and all Members holding any Preferred Units or Common Units (and/or applicable Unit Equivalents). Upon their receipt of the Offering Member Notice: first, the Company shall have the right to elect to purchase all or any portion of the Offered Preferred Units, the Offered Common Units, or both; and thereafter, any Member holding only Preferred Units shall have the right to purchase the Offered Preferred Units, any Member holding only Common Units shall have the right to purchase the Offered Common Units, and any Member holding both Preferred Units and Common Units shall have the right to elect to purchase both or either the Offered Preferred Units or the Offered Common Units without purchasing any Units of the other class or series; provided, in all cases, that the Company's and Applicable ROFR Rightsholders' rights to purchase any Offered Preferred Units or any Offered Common Units will only be exercisable if, after giving effect to all elections made under this Section 9.03(d), the Company and/or the Applicable ROFR Rightsholders shall have elected to purchase no less than all the Offered Preferred Units and all the Offered Common Units.

(iii) The initial right of the Company to purchase any Offered Units shall be exercisable with the delivery of a written notice (the "Company ROFR Exercise Notice") by the Company to the Offering Member and the Applicable ROFR Rightsholders within ten (10) Business Days of receipt of the Offering Member Notice (the "Company Option Period"), stating the number (including where such number is zero) and type of Offered Units the Company elects irrevocably to purchase on the terms and respective purchase prices set forth in the Offering Member Notice. The Company ROFR Exercise Notice shall be binding upon delivery and irrevocable by the Company.

(iv) If the Company shall have indicated an intent to purchase any less than all of the Offered Preferred Units and/or all of Offered Common Units, the Applicable ROFR Rightsholders shall have the right to purchase the remaining Applicable Offered Units not selected by the Company. For a period of fifteen (15) Business Days following the receipt of a Company ROFR Exercise Notice in which the Company has elected to purchase less than all the Offered Units (such period, the "ROFR Rightsholder Option Period"), each Applicable ROFR Rightsholder shall have the right to elect irrevocably to purchase all or none of its Preferred Pro Rata Portion of the remaining Applicable Offered Preferred Units and/or all or none of its Common Pro Rata Portion of the remaining Applicable Offered Common Units by delivering a written notice to the Company and the Offering Member (a "Member ROFR Exercise Notice") specifying its desire to purchase its Preferred Pro Rata Portion of the remaining Applicable Offered Preferred Units and/or its Common Pro Rata Portion of the remaining Applicable Offered Common Units, on the terms and respective purchase prices set forth in the Offering Member Notice.

In addition, each Applicable ROFR Rightsholder shall include in its Member ROFR Exercise Notice the number of remaining Applicable Offered Units that it wishes to purchase if any other Applicable ROFR Rightsholders do not exercise their rights to purchase their entire Applicable Pro Rata Portions of the remaining Applicable Offered Units. Any Member ROFR Exercise Notice shall be binding upon delivery and irrevocable by the Applicable ROFR Rightsholder.

(v) The failure of the Company or any Applicable ROFR Rightsholder to deliver a Company ROFR Exercise Notice or Member ROFR Exercise Notice, respectively, by the end of the Company Option Period or ROFR Rightsholder Option Period, respectively, shall constitute a waiver of their respective rights of first refusal under this Section 9.03 with respect to the Transfer of Offered Units, but shall not affect their respective rights with respect to any future Transfers.

(e) Allocation of Offered Units. Upon the expiration of the ROFR Rightsholder Option Period, the Applicable Offered Units not selected for purchase by the Company pursuant to Section 9.03(d)(iii) shall be allocated for purchase among the Applicable ROFR Rightsholders as follows:

(i) First, to each Applicable ROFR Rightsholder having elected to purchase its entire Applicable Pro Rata Portion of such Units, such Applicable ROFR Rightsholder's Applicable Pro Rata Portion of such Units; and

(ii) Second, the balance, if any, not allocated under clause (i) above (and not purchased by the Company pursuant to Section 9.03(d)(iii)), shall be allocated to those Applicable ROFR Rightsholders who set forth in their Member ROFR Exercise Notices a number of Applicable Offered Units that exceeded their respective Applicable Pro Rata Portions (the "Purchasing Rightsholders"), in an amount, with respect to each such Purchasing Rightsholder, that is equal to the lesser of:

(1) the number of Applicable Offered Units that such Purchasing Rightsholder elected to purchase in excess of its Applicable Pro Rata Portion; or

(2) the product of (x) the number of Applicable Offered Units not allocated under clause (i) (and not purchased by the Company pursuant to Section 9.03(d)(iii)), multiplied by (y) a fraction, the numerator of which is the number of Applicable Offered Units that such Purchasing Rightsholder was permitted to purchase pursuant to clause (i), and the denominator of which is the aggregate number of Applicable Offered Units that all Purchasing Rightsholders were permitted to purchase pursuant to clause (i).

(f) The process described in clause (ii) shall be repeated until no Offered Units remain or until such time as all Purchasing Rightsholders have been permitted to purchase all Applicable Offered Units that they desire to purchase.

(g) Consummation of Sale. In the event that the Company and/or the Applicable ROFR Rightsholders shall have, in the aggregate, exercised their respective rights to purchase all and not less than all of the Offered Units, then the Offering Member shall sell such Offered Units to the Company and/or the Applicable ROFR Rightsholders, and the Company and/or the Applicable ROFR Rightsholders, as the case may be, shall purchase such Offered Units, within sixty (60) days following the expiration of the ROFR Rightsholder Option Period (which period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). Each Member shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 9.03(g), including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate. At the closing of any sale and purchase pursuant to this Section 9.03(g), the Offering Member shall deliver to the Company and/or the participating Applicable ROFR Rightsholders certificates (if any) representing the Offered Units to be sold, free and clear of any liens or encumbrances (other than those contained in this Agreement), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefor from the Company and/or such Applicable ROFR Rightsholders by certified or official bank check or by wire transfer of immediately available funds.

(h) Sale to Proposed Purchaser. In the event that the Company and/or the Applicable ROFR Rightsholders shall not have collectively elected to purchase all of the Offered Units, then, provided the Offering Member has also complied with the provisions of Section 9.04(g), to the extent applicable, the Offering Member may Transfer all of such Offered Units, at a price per Applicable Offered Unit not less than specified in the Offering Member Notice and on other terms and conditions which are not materially more favorable in the aggregate to the proposed purchaser than those specified in the Offering Member Notice, but only to the extent that such Transfer occurs within ninety (90) days after expiration of the ROFR Rightsholder Option Period. Any Offered Units not Transferred within such 90-day period will be subject to the provisions of this Section 9.03 upon subsequent Transfer.

Section 9.04 Drag-along Rights.

(a) Participation. Subject to compliance with Section 7.10(a), if one or more Members (together with their respective Permitted Transferees) holding no less than a majority of all the issued and outstanding Units (such Member or Members, the “Dragging Member”), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 9.04(c) and subject to compliance with Section 9.04(d), to require that each other Member (each, a “Drag-along Member”) participate in such sale (including, if necessary, by converting their Unit

Equivalents into the Units to be sold in the Drag-along Sale) in the manner set forth in Section 9.04(b).

(b) Sale of Units. Subject to compliance with Section 9.04(d):

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units and/or Unit Equivalents of such class or series (with Common Units, Preferred Units and Incentive Units treated as one class for this purpose) equal to the product obtained by multiplying (a) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member (with Common Units, Preferred Units and Incentive Units treated as one class) by (b) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale (with Common Units, Preferred Units and Incentive Units treated as one class) and (y) the denominator of which is equal to the number of applicable Units on a Fully Diluted Basis held by the Dragging Member at such time (with Common Units, Preferred Units and Incentive Units treated as one class); and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement (including Section 3.06), each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 12.03(c).

(c) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Section 9.04 by delivering a written notice (the "Drag-along Notice") to the Company and each Drag-along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

- (i) The name of the person or entity to whom such Units are proposed to be sold;
- (ii) The proposed date, time and location of the closing of the sale;

(iii) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series (which may take into account the Profits Interest Hurdle of any Incentive Units to be sold); and

(iv) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 9.04 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series (the Distribution of which shall be made in accordance with Section 9.04(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 9.04(d)(iii), be the same as those upon which the Dragging Member sells its Units;

(ii) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(iii) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member.

(e) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 9.04(d)(iii).

(f) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

(g) Consummation of Sale. The Dragging Member shall have ninety (90) days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which ninety 90-day period may be extended for a reasonable time to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 9.04 without again fully complying with the provisions of this Section 9.04.

Section 9.05 Tag-along Rights.

(a) If one or more Members (together with their respective Permitted Transferees) holding no less than a majority of all the issued and outstanding Units proposes to Transfer their Units, (for this Section 9.05 only, the “Selling Member”) and the Dragging Member does not exercise Drag-Along Rights in accordance with Section 9.05 (a “Tag-Along Sale”), the remaining Members (“Non-Selling Members”) will have the option to exercise a right to demand the sale of their Units at the same price and on the same terms proposed by the Selling Member to be sold in the Tag-Along Sale (“Tag-Along Rights”). If less than a majority of the issued and outstanding Units are proposed to be sold, no Member shall have any Tag-Along Rights. In the event a Tag-Along Sale is proposed, the Selling Member shall provide notice to the Non-Selling Members within thirty (30) Business Days of entering into a written agreement with a proposed purchaser and the Non-Selling Members shall have thirty (30) Business Days following receipt of such notice to elect to assert their Tag-Along Rights. Tag-Along Rights may only be asserted to sell the same percentage of Units, on a pro rata basis, as that intended to be sold by the Selling Member initiating the Tag-Along Sale. The failure to timely assert Tag-Along Rights shall constitute a final and unequivocal waiver of such rights.

(b) Transfers in Violation of the Tag-along Right. If the Selling Member sells or otherwise Transfers any of its Units in breach of this Section 9.05, then each Tag-Along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Non-Selling Member, the number of Units of each applicable class or series that such Non-Selling Member would have had the right to sell to the Proposed Transferee pursuant to this Section 9.05, for a per Unit amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member; provided, however, that nothing contained in this Section 9.05(b) shall preclude any Member from seeking alternative remedies against

such Selling Member as a result of its breach of this Section 9.05. The Selling Member shall also reimburse each Non-Selling Member 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 the Non-Selling Member's rights under this Section 9.05(b).

ARTICLE X COVENANTS

Section 10.01 Confidentiality.

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

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

(c) Non-Disclosure of Confidential Information. Other than with respect to disclosures by the Company to a Cannabis Regulatory Body in connection with the pursuit of the Company's business, the Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties of the Confidential Information of the Disclosing Party. The Receiving Party shall only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a "need to know" basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party. Each Party shall specifically inform each of its representatives, employees and agents who receive any Confidential Information of the other Party hereunder of the obligations created by this Agreement and obtain the written acknowledgment from each such person or entity, who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or representatives.

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

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

(f) Return of Confidential Information. The Receiving Party shall, immediately upon the earlier of (i) the Disclosing Party or Receiving Party no longer being a

Member of the Company and (ii) the dissolution of the Company, discontinue use of the Confidential Information of the Disclosing Party and return within 10 days of receipt of notice from the Disclosing Party requesting the return of the Disclosing Party's Confidential Information all tangible forms of such Confidential Information, and all copies thereof, which may be or have been in the Receiving Party's possession. Except as otherwise required by law, the Receiving Party shall promptly redeliver or destroy all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions of such written material. Subject to the foregoing exceptions, all documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. If Confidential Information is destroyed, the Receiving Party will provide written certification signed by one of its senior officers that such Confidential Information has been destroyed.

(g) Term. The restrictions on use and disclosure of Confidential Information shall continue indefinitely and shall survive the termination of this Agreement.

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

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

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Financial Statements. The Company shall, upon request, provide to each Member the following annual financial statements:

(a) Annual Financial Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, consolidated balance sheets of the Company and Company Subsidiaries as at the end of each such Fiscal Year and consolidated statements of income, cash flows and Members' equity for such Fiscal Year. Such financial statements need not be audited and shall be prepared in a manner and form determined, at the sole discretion of the Board, in accordance with the Company's accounting practices.

Section 11.02 Partnership Representative.

(a) Appointment. The Members hereby appoint Robin Reed as the “Partnership Representative” who shall serve as the “partnership representative” (as such term is defined in the Partnership Tax Audit Rules) for the Company. The holders of Common Units may replace the Partnership Representative at any time by a vote of Members holding a majority of Common Units, provided, however, that such replacement must be approved by a majority of the Board.

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) Income Tax Elections. The Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company; provided, that the Partnership Representative will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding Common Units. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 6.04(d).

(e) Resignation. The Partnership Representative may resign at any time by providing written notice to the Company, provided, however, that such resignation shall not be effective until the holders of a majority of the Common Units of the Company appoint a new Partnership Representative, with said appointment not to be unreasonably delayed.

Section 11.03 Tax Returns. At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 7.08) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the

Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 11.04 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XII DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events, subject to any consent rights as provided for in Section 7.10(a)(i):

- (a) An election to dissolve the Company made by the Board and holders of a majority of the Common Units;
- (b) The sale, lease, transfer, exchange, license, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company or otherwise the occurrence of a Deemed Liquidation Event with the Board's determination to thereafter dissolve; or
- (c) The entry of a decree of judicial dissolution.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

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

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

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

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

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

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

(iii) Third, to the Members in the same manner as Distributions are made under Section 6.02 (regarding Distributions from Deemed Liquidation Events), subject to Section 6.03 (regarding Tax Distributions).

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, the following rules shall be applied consistent with Treasury Regulations § 1.704-1(b)(2)(iv)(e): (i) any property to be Distributed will be valued at its Fair Market Value; (ii) the difference between the Fair Market Value of any asset to be Distributed in kind and its carrying value on the books of the Company shall be deemed to be gain or loss and any such deemed gain or loss shall be allocated in accordance with Article V; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a

foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

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

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

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one (1) or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

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

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

Section 13.03 Indemnification.

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

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

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

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and,

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

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

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

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Board may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal

liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any grounds by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

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

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

ARTICLE XIV MISCELLANEOUS

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

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the

following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: 116 Cambridge Street, Rear Building
Boston, MA 02129
E-mail: nikej@heritageclubthc.com
Attention: Adenike John

with a copy to: Vicente LLP
800 Boylston Street, 26th Floor
Boston, MA 02199
E-mail: C.Alovisetti@vicentellp.com
Attention: Charlie Alovisetti

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

Section 14.04 Interpretation; Headings. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Regulatory Review. The Members and the Company acknowledge and agree that this Agreement must comply with the Cannabis Code and may be subject to regulatory review from a Cannabis Regulatory Body. In the event that a Cannabis Regulatory Body determines, or the Members otherwise reasonably determine, that this Agreement violates the Cannabis Code or otherwise would jeopardize the Company's status as an Economic Empowerment Priority Applicant or the business licenses or permits of the Company, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

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

Section 14.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14.09 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding a majority of the Common Units. Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (a) such Member relative to the rights of other Members in respect of Units of the same class or series or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

Section 14.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether

occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 3.07(e), Section 7.04(c) and Section 14.14 hereof.

Section 14.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

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

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

trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

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

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

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

Section 14.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

BUSINESS PLAN

EXECUTIVE SUMMARY

MISSION STATEMENT AND MESSAGE FROM THE CEO

The Heritage Club, LLC (“The Heritage Club”) is an applicant for a Massachusetts Marijuana Establishment Courier License that is committed to serving residents in the Commonwealth through an efficient, compliant delivery system that interfaces with licensed retailers to ensure the accuracy and safety of our operations.

WHAT DRIVES US

The Heritage Club’s goals include:

1. Safely providing consumers 21 years of age or older, registered, qualifying patients, and caregivers (“Customers”) with a wide variety of high quality, consistent, laboratory-tested marijuana and marijuana products;
2. Having a diverse and socially representative pool of employees; and
3. Running an efficient, compliance-oriented delivery business that places an emphasis on technology-driven logistics to better serve our customers: both consumers and retailers.

TEAM

The Heritage Club’s founders are committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible.

ADENIKE “NIKE” JOHN, OWNER

Nike John is a local business owner, daughter of a first-generation immigrant, and a descendent of slaves. She is the founder and sole owner of The Heritage Club, an operational marijuana retailer in Charlestown since December 2022. Nike is the founder and owner of Vibe Residential, a Boston-based real estate firm that is designed to help recent graduates and young professionals navigate the City’s real estate market. She is a real estate broker in good standing and manages a staff of six employees. Nike is also the founding president of BNI Legacy Charlestown, a local branch of the world’s leading business networking and referral organization. In addition to her cannabis experience, she maintains nine years of business experience, eight years of customer service experience, five years of management experience, and two years of retail sales experience.

Nike is a graduate of the Cannabis Control Commission’s first cohort of Social Equity Program participants. She was selected as part of a highly competitive process to participate in Lantern’s delivery accelerator program and is a founding member of the Massachusetts Cannabis Delivery Association.

COMPANY DESCRIPTION

STRUCTURE

The Heritage Club is a Massachusetts domestic for-profit limited liability company that is applying for a license from the Commission to operate a Courier company in the Commonwealth. The Heritage Club will ensure that no person or entity other than those disclosed in The Heritage Club's application will be a Person or Entity Having Direct or Indirect Control in The Heritage Club's Courier License.

The Heritage Club will file, in a form and manner specified by the Commission, an application for pre-certification, which will include information about the business and the individuals having direct or indirect control over the business; background check disclosures; and summaries of operating policies and procedures.

Once invited, The Heritage Club will subsequently file a provisional license application to operate a Courier License, which will include property interest documentation; capital resources documentation; any agreements with third-party technology platform providers and retailers (if known and executed at the time); Community Outreach Meeting documentation; Host Community Agreement certification; background check authorization forms; certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance; and additional narratives, including a Positive Impact Plan and a Diversity Plan.

OPERATIONS

ORDERS

All orders for delivery by The Heritage Club will comply with the following requirements:

1. All marijuana and marijuana products ("Products") delivered by The Heritage Club will be obtained from a licensed marijuana retailer with which The Heritage Club has a delivery agreement.
2. Orders for home delivery will be received by a marijuana retailer and transmitted to The Heritage Club for delivery to a residence.
3. Only Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by The Heritage Club.
4. The Heritage Club will deliver Products only to the residence address provided. The Heritage Club will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
5. The Heritage Club will only deliver Products for which a specific order has been received by a licensed marijuana retailer with which The Heritage Club has a delivery agreement. The Heritage Club is prohibited from delivering Products without a specific order destined for an identified residence. An order may be generated directly through a marijuana retailer or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1)(e).
6. The Heritage Club will not deliver more Products to an individual Customer than the individual possession amounts authorized by law. An individual order will not exceed one

ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Customer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). The Heritage Club will only deliver one individual order, per Customer, during each delivery.

7. The Heritage Club will not deliver to the same Customer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by The Heritage Club to the Customer.
9. Any Product that is undeliverable or is refused by the Customer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. The Heritage Club is prohibited from maintaining custody of Products intended for delivery overnight. The Heritage Club will ensure that any undelivered product is returned to the appropriate marijuana establishment and not retained by The Heritage Club.

No Products will be sold or otherwise marketed that have not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CUSTOMER VERIFICATION OF AGE

The Heritage Club will require any Customer making a purchase for delivery by The Heritage Club to have the government-issued photo identification a Customer intends to use to verify her or his age at the time of delivery examined and authenticated by the marijuana retailer prior to the first individual order. Pre-verification on the Customer's identification will be performed in-person at the marijuana retailer's physical location or through a Commission approved electronic means and will include examination of the Customer's valid, unexpired government issued photo identification that lists a date of birth.

The Heritage Club will not perform a delivery to any Customer who has not established an account for delivery through pre-verification of the Customer's identification by the marijuana retailer. The Heritage Club agents will not deliver Products to any individual other than the Customer who ordered the Products. A The Heritage Club agent, at the time of delivery of the Products to the consumer, will verify that the Customer is 21 years of age or older and/or a registered qualifying patient.

Prior to relinquishing custody of the Products to the Customer, a The Heritage Club agent conducting the delivery will verify that the identification of the Customer receiving the Products matches the pre-verified identification of the Customer who placed the order for delivery.

The Heritage Club will collect and maintain relevant information about an individual Customer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive the Products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially.

SECURITY

The Heritage Club will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and The Heritage Club's dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
 - a. two-way digital or analog radio (UHF or VHF);
 - b. cellular phone; or
 - c. satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device; and
 - b. Attached to the vehicle at all times that the vehicle contains Products; and
 - c. Monitored by The Heritage Club at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30 minutes. The Heritage Club may delegate monitoring of the GPS to a Third-party Technology Platform Provider with whom The Heritage Club has a contract, provided that The Heritage Club will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000
6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The Heritage Club agents engaged in the delivery of Products to a Customer will have on their person an operational body camera during all times that the The Heritage Club agent is outside of the delivery vehicle for the purpose of transacting a delivery in accordance with Commission regulations and requirements.

The Heritage Club agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two The Heritage Club agents. At least one The Heritage Club agent will remain with the vehicle at all times that the vehicle contains Products.

All The Heritage Club agents acting as delivery employees of The Heritage Club will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Customers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

A The Heritage Club agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which The Heritage Club is licensed within 24 hours of the discovery of such a discrepancy. The Heritage Club will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

The following individuals will have access to The Heritage Club operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles The Heritage Club uses for home delivery are subject to inspection and approval by the Commission prior being put into use. The Heritage Club understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from The Heritage Club vehicles and from marijuana establishment agents performing home deliveries.

BENEFITS TO THE HOST COMMUNITY

The Heritage Club looks forward to working cooperatively with its host community to ensure that The Heritage Club operates as a responsible, contributing member of that community. The Heritage Club will establish a mutually beneficial relationship with its host community in exchange for permitting The Heritage Club to site and operate.

The Heritage Club's host community stands to benefit in various ways, including but not limited to the following:

1. Jobs: The Heritage Club will create new, full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with community impact fee payments will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: The Heritage Club will allow Customers in the Commonwealth to have access to high quality Products that are tested for cannabinoid content and contaminants. Access will be such that it mitigates in-person transactions as much as possible, while reducing the congregation of individuals at retail establishments.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over The Heritage Club's security systems and processes.
5. Responsibility: The Heritage Club is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: The Heritage Club's operations will help to contribute to the overall economic development of the local community.

MARKET RESEARCH

CUSTOMERS

The Heritage Club will only deliver marijuana and marijuana products to customers ages 21 years and older that provide valid identification, as well as registered patients that possess an active medical registration card issued by the Commission.

COMPETITORS

The Heritage Club's competitors include other licensed Courier operators in the Commonwealth. Being a certified [ECONOMIC EMPOWERMENT OR SOCIAL EQUITY] applicant puts The Heritage Club in a unique position in the Massachusetts cannabis industry, as it allows The Heritage Club to be one of a select few entities that can hold a Courier license for a period of at least 24 months from the date the first Courier licensee receives a notice to commence operations. That lead time puts The Heritage Club at a huge advantage over general applicants, allowing The Heritage Club to carve out a niche in the industry, making its services essential for marijuana retailers.

STATE AND LOCAL COMPLIANCE

The Heritage Club is a Massachusetts domestic for-profit [CORPORATION OR LLC]. The Heritage Club will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. The Heritage Club will apply for all state and local permits and approvals required to operate its Courier License.

The Heritage Club will also work cooperatively with various municipal departments to ensure that its proposed operations comply with all state and local codes, rules and regulations.

The Heritage Club will remain current on the municipalities that it can deliver to, which will include the following locations:

- The municipality that The Heritage Club is located in;
- Any municipality that allows for retail operations, whether or not a Marijuana Retailer is operational; and
- Any municipality that has notified the Commission that delivery may operate within its borders.

In determining what municipalities The Heritage Club can deliver to, The Heritage Club will rely in part on the Commission's Municipal Zoning Tracker: <https://mass-cannabis-control.com/municipaltracker/>. Additionally, The Heritage Club will conduct its own research and will communicate directly with municipalities to further confirm the ability to make deliveries in such municipalities.

The Heritage Club will maintain records, which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

The Heritage Club will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, The Heritage Club will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. The Heritage Club will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Prior to commencing operations, The Heritage Club will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for winding down business operations. If The Heritage Club is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless The Heritage Club has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

PRICING STRUCTURE

The Heritage Club's pricing structure will vary based on market conditions and negotiations with retailers. The Heritage Club plans to provide exceptional, efficient delivery services with a user-friendly interface and will price its services accordingly. The Heritage Club and the retailers it contracts with will determine when and how the end Customer pays. Through the experience of its executive management team, The Heritage Club is cognizant of competitive pricing structures and offering the most value it can to Customers and retailers.

GROWTH STRATEGY

The Heritage Club's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer experience for consumers, patients, and retailers; and
4. A caring and thoughtful staff made of consummate professionals.

As The Heritage Club grows, The Heritage Club plans to expand both the municipalities in which we offer delivery services and the number of delivery vehicles and agents we employ, thereby expanding our footprint in Massachusetts. The Heritage Club will develop sales and financial benchmarks to determine whether and when we will expand our delivery services.

COMMUNICATION

The Heritage Club will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of The Heritage Club will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a $\frac{1}{2}$)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

The Heritage Club will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, The Heritage Club will market its products and services to reach a wide range of qualified consumers.

The Heritage Club will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;

4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

SALES

The Heritage Club will sell its services by engaging Customers with a robust social media marketing campaign, while engaging Retailers with our top-of-the-line delivery services that can drastically increase their Customer base.

The Heritage Club will work with Retailers to ensure that all Products that are delivered to Customers are sold in tamper or child-resistant packaging. Packaging for Products sold to Customers, including any label or imprint affixed to any packaging containing Products or any exit packages, will not be attractive to minors.

Packaging for Products sold to Customers in multiple servings will allow a Customer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” The Heritage Club will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any Product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

While engaging retailers, The Heritage Club will ensure that packaging and labeling standards are met prior to agreeing to deliver Products for any retailer.

LOGO

The Heritage Club will develop a logo to be used for its marketing and branding on its website, delivery platform, and social media accounts. The logo will be discreet, unassuming, and will not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. The logo will not be used for The Heritage Club’s vehicles, as those will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.

CLOSING REMARKS

The Heritage Club has the experience and know-how to safely and efficiently deliver marijuana and marijuana products to consumers and registered, qualifying patients throughout the Commonwealth. The Heritage Club hopes to bring its high-quality standards to adult-use consumers and registered, qualifying patients to provide them with convenient, expanded access to the products that they need without the continuous need to step outside of their homes. The Heritage Club’s security systems and technology-driven logistics will also help ensure safe and secure deliveries that will help deter and prevent diversion.

The Heritage Club is well positioned in the cannabis delivery market to contribute to the continued growth of the Massachusetts cannabis industry. The Heritage Club is comprised of a highly experienced team of successful operators and industry influencers working under an established framework of high quality standard operating procedures and growth strategies. We look forward to working cooperatively with municipalities, retailers, and consumers to increase access, spread financial benefits, and further reduce any stigmas associated with cannabis.





PLAN FOR OBTAINING LIABILITY INSURANCE

The Heritage Club, LLC (“The Heritage Club”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. The Heritage Club will consider additional coverage based on availability and cost-benefit analysis.

Vehicles used for delivery by The Heritage Club will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, The Heritage Club will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. The Heritage Club will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

The Heritage Club, LLC (“The Heritage Club”) will securely maintain personnel records, including registration status and background check records. The Heritage Club will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate business hours and safe work conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

AGENT PERSONNEL RECORDS

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with The Heritage Club 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;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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 BACKGROUND CHECKS

- In addition to completing the Commission’s agent registration process, all agents hired to work for The Heritage Club will undergo a detailed background investigation prior to being granted access to a The Heritage Club facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for The Heritage Club pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with The Heritage Club.



- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, The Heritage Club will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, The Heritage Club will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, The Heritage Club will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.



- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by The Heritage Club or the Commission.

PERSONNEL POLICIES AND TRAINING

As outlined in The Heritage Club's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All The Heritage Club agents are required to complete training as detailed in The Heritage Club's Qualifications and Training plan which includes but is not limited to The Heritage Club's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by The Heritage Club and a comprehensive discussion regarding The Heritage Club's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

The Heritage Club will have a 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 Heritage Club's 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.

Firearms are strictly prohibited from The Heritage Club vehicles and from The Heritage Club agents performing home deliveries.



All individuals delivering Marijuana and Marijuana Products for The Heritage Club directly to Consumers will be employees of The Heritage Club and will hold a valid The Heritage Club agent registration.

MAINTAINING OF FINANCIAL RECORDS

The Heritage Club, LLC (“The Heritage Club”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). The Heritage Club will deliver marijuana and marijuana products directly to consumers from a Marijuana retailer or MTC with whom The Heritage Club has a Delivery Agreement. All agreements between The Heritage Club and a marijuana retailer will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Heritage Club will notify the Commission of any substantial modifications to the delivery agreement. Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, 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, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over nature.
- All applicable sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If The Heritage Club determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;



- Maintaining such records that would allow for the Commission and the DOR to audit and examine the financial recording system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - The Heritage Club will keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

RECORDKEEPING

The Heritage Club, LLC (“The Heritage Club”) 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 Heritage Club documents. Records will be stored at The Heritage Club in a locked room designated for record retention.

To ensure that The Heritage Club 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 Heritage Club’s quarter-end closing procedures. In addition, The Heritage Club’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. The Heritage Club will maintain its records in accordance with generally accepted accounting principles.

- Corporate Records

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 Contracts
- Delivery Agreements
- 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 Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over The Heritage Club.
- Personnel Records

At a minimum, Personnel Records 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 Heritage Club 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: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - The Heritage Club 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. Inventory records will be maintained as required by 935 CMR 500.105(8).
- Seed-to-Sale Tracking Records
 - The Heritage Club will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.



- Incident Reporting Records
 - Within ten (10) calendar days, The Heritage Club will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by The Heritage Club 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 within The Heritage Club's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log 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 to be disposed of, The Heritage Club will create and maintain a record of any marijuana or marijuana products returned to a Retailer for waste disposal. The Heritage Club 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.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding 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.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if The Heritage Club is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - The Heritage Club will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of The Heritage Club's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating

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

- Responsible Vendor Training
 - The Heritage Club shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event The Heritage Club closes, all records will be kept for at least two (2) years at The Heritage Club's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, The Heritage Club 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 Heritage Club'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 be maintained as required by 935 CMR 500.105(1).
- License Renewal Records
 - The Heritage Club shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

MANIFESTS

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with the original manifest remaining with the originating marijuana retailer, and a copy to be kept with The Heritage Club. The manifest will be signed by the consumer receiving the Products and the marijuana establishment agent acting on behalf of The Heritage Club. A signed manifest will serve as the written record of the completion of the delivery.

The manifest must, at a minimum, include:

1. The originating marijuana retailer name, address, and License number;
2. The name and License number of The Heritage Club;



3. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
4. The consumer's name and address;
5. A description of the Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Products;
7. A signature line for consumer who receives the Products; and
8. The Heritage Club vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, The Heritage Club agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

The Heritage Club will ensure that all orders for delivery will comply with the regulations pursuant to 935 CMR 500.145(2).

THIRD-PARTY PLATFORMS

The Heritage Club may use a third-party technology platform to facilitate the ordering of marijuana and marijuana products. This provider will comply with all privacy and consumer protection standards. Any agreement between The Heritage Club and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). The Heritage Club will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

DELIVERY AGREEMENTS

The Heritage Club may deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or MTC with which the Courier Licensee has a Delivery Agreement. A Marijuana Retailer that has entered into Delivery Agreements with The Heritage Club for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. The Heritage Club will only obtain Marijuana or Marijuana Products for delivery from a licensed



Marijuana Retailer with which The Heritage Club has a Delivery Agreement. All agreements between The Heritage Club will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

RECORD-RETENTION

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

DIVERSITY PLAN

Statement of Purpose

As a Boston Equity Program applicant and Cannabis Control Commission Social Equity Program participant, The Heritage Club has a deep-rooted commitment to developing a collaborative workforce that bridges the gaps between gender and racial disparities and promotes self-pride. As a BIPOC and LGBTQ+ owned business, The Heritage Club believes it has an opportunity to transform values into action through a robust hiring program that is inclusive for all.

Goals

Goal 1: The Heritage Club seeks to hire a staff that is 100% comprised of diverse employees. Heritage will specifically seek to meet the following hiring benchmarks in its efforts to promote diversity or inclusion:

1. Over 50% of employees will identify as women or nonbinary;
2. Over 50% of employees will identify as people of color or from immigrant backgrounds;
3. Over 10% of employees will identify as veterans;
4. Over 10% of employees will identify as persons with disabilities; and
5. Over 10% of employees will identify as LGBTQ+.

Goal 2: Creating an inclusive work environment such that The Heritage Club has no less than an 85% employee satisfaction rate with its diversity and inclusivity initiatives and outcomes.

Programs

The Heritage Club will work to identify, target, and retain a diverse and qualified staff of local candidates through outreach and recruitment. The Heritage Club will take actions and initiatives that demonstrate that it is a diverse and inclusive employer of choice, including hosting job fairs, advertising in diverse publications, and aligning with City employment programs. The Heritage Club will:

- Host career fairs no less than once annually that are publicized through diverse media, online social media platforms, local workforce development agencies, and The Heritage Club's employees. Career fairs will be held in close proximity to public transit and will occur at various hours to accommodate individuals who are employed or may have childcare challenges;
- Advertise all job postings whenever an open position is available (no less than once per year) and events via and in conjunction with the following organizations and websites:
 - Operation Exit - for those returning from incarceration;
 - Equitable Opportunities Now (EON) - Job Fairs;
 - Mayor's Office of Returning Citizens;
 - Mayor's Office of Economic Development; and
 - Diverse online publications such as BlackJobs.com, United Latino Job Bank,

LatPro.com, Black Career Network, HBCU Connect, Asian Hires, NAACP Career Center, iHispano, and Diversity Inc.

- Place local advertisements in newspapers such as The Rainbow Times and the Bay State Banner;
- Encourage employees to refer candidates for employment; and
- Survey employees no less than annually to assess its inclusivity and seek areas for improvement and conduct exit interviews to receive feedback on its diversity and inclusivity efforts. The Heritage Club will use these employee surveys and exit interviews to further inform adjustments to its diversity and inclusivity efforts.

The Heritage Club will establish a Diversity & Inclusion Accountability Counsel to ensure a collaborative process is used in its goal to create a culture that welcomes collaboration, encourages fairness, promotes trust and maximizes the confidence, retention, and diversity among our employees. The Heritage Club recognizes that an inclusive process is required to promote engagement by all members of the community and will ensure employees have opportunities to join at all levels, including part-time or entry-level employees.

Measurements

The Heritage Club will use the following metrics to assess its progress:

- Assessing whether 100 percent of employees identify as local or diverse and, specifically whether over 50% of employees will identify as women or nonbinary; over 50% of employees will identify as people of color or from immigrant backgrounds; over 10% of employees identify as veterans; over 10% of employees are persons with disabilities; and over 10% are people who identify as LGBTQ+ (Quantitative data source: human resources records);
- Analyzing whether it held at least one job fair each year and whether over 50 percent of attendees identified as local or diverse (Quantitative data source: sign in records, recordings of meetings);
- Documenting the percentage of attendees at job fairs that applied for a job and percentage of employees that attended a job fair (Quantitative data source: human resource records);
- Determining whether The Heritage Club posted opportunities for employment in diverse media outlets and/or job websites whenever a job became available (Data source: postings); and
- Documenting all surveys and exit interviews of staff with respect to The Heritage Club's diversity and inclusivity efforts (Data source: employee surveys).

The Heritage Club will document the progress or success of this Diversity Plan at least annually upon renewal (one year from provisional licensure and each year thereafter).

Disclosures

- The Heritage Club will adhere to the requirements set forth in 935 CMR 500.105(4) which

provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

- Any actions taken, or programs instituted, by the applicant will not violate the Commission's relative to ownership or control limitations or other state law.