



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281783
Original Issued Date: 06/09/2023
Issued Date: 06/09/2023
Expiration Date: 06/09/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tower Three, LLC

Phone Number: 508-510-1762 Email Address: michael@towerthree LLC.com

Business Address 1: 341 Savin Hill Ave Business Address 2:
Business City: Boston Business State: MA Business Zip Code: 02125
Mailing Address 1: 341 Savin Hill Ave Mailing Address 2:
Mailing City: Boston Mailing State: MA Mailing Zip Code: 02125

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.33 Percentage Of Control: 33.33
Role: Executive / Officer Other Role:
First Name: Michael Last Name: Kinahan Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.33 Percentage Of Control: 33.33
Role: Executive / Officer Other Role:
First Name: Anthony Last Name: Kinahan Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33.33 Percentage Of Control: 33.33
Role: Executive / Officer Other Role:
First Name: Kayla Last Name: Correa Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael Last Name: Kinahan Suffix:
Types of Capital: Monetary/Equity, Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:
Buildings Capital: \$10000 33
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Anthony Last Name: Kinahan Suffix:
Types of Capital: Monetary/Equity, Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:
Buildings Capital: \$10000 33
Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Kayla Last Name: Correa Suffix:
Types of Capital: Debt, Buildings Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 33
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Sherwood Street

Establishment Address 2:

Establishment City: Taunton

Establishment Zip Code: 02780

Approximate square footage of the Establishment: 14000

How many abutters does this property have?: 30

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	623e0ad753957f000869615c	03/25/2022
Certification of Host Community Agreement	HCA Certificate Form.pdf	pdf	6297a8813bea2b0008cece38	06/01/2022
Certification of Host Community Agreement	HCA Executed 05-25-22.pdf	pdf	6297a8bceb816b00086e52d6	06/01/2022
Community Outreach Meeting Documentation	tdg proof 2.18 proof 6934618.pdf	pdf	62c493d59ff11700082a2eda	07/05/2022
Certification of Host Community Agreement	Taunton Virtual Meeting Approval Email.pdf	pdf	62cee833f750650008c98a4d	07/13/2022
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	630cdd1dd239e20007e1ccb5	08/29/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Downtown Donation Letter.pdf	pdf	62bc5f1ef750650008bb032a	06/29/2022
Other	Pro Home Donation Letter.pdf	pdf	62bc5f24f750650008bb0366	06/29/2022
Plan for Positive Impact	Plan to Positively Impact.pdf	pdf	630be3d444fa35000ada0127	08/28/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: Kinahan Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Date generated: 07/05/2023

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Anthony **Last Name:** Kinahan **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Owner / Partner **Other Role:**
First Name: Kayla **Last Name:** Correa **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	620687fba828d708f0513cba	02/11/2022
Secretary of Commonwealth - Certificate of Good Standing	Secretary of MA Good Standing 02-17-22.pdf	pdf	621d3ce409efaa0768b8d70c	02/28/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Dept of Revenue.pdf	pdf	621d3d2a0d00f5077626967b	02/28/2022
Bylaws	Tower Three - Third Amended and Restated Operating Agreement.pdf	pdf	621e68e209efaa0768b8dcc1	03/01/2022
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing UI 06-29-22.pdf	pdf	62bc6853f750650008bb2233	06/29/2022

No documents uploaded

Massachusetts Business Identification Number: 001339896

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Tower Three Business Plan April 2022 Manufacturing.pdf	pdf	626eac3e4d83ec000a3cc6ba	05/01/2022
Plan for Liability Insurance	1. Certificate of Insurance - Tower Three.pdf	pdf	62bc69409ff1170008249cc7	06/29/2022
Proposed Timeline	Timeline.pdf	pdf	630be4e7d239e20007e1107c	08/28/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	62b0b361f750650008b042a4	06/20/2022
Safety Plan for Manufacturing	Workplace Safety.pdf	pdf	62b0b53e9ff117000819aec1	06/20/2022
Energy Compliance Plan	Energy Efficiency and Conservation Policy.pdf	pdf	62b0b5dc9ff117000819b048	06/20/2022
Qualifications and training	Staffing Plan, Business Hours, and Hiring Plans.pdf	pdf	62b0ba81f750650008b0503b	06/20/2022
Record Keeping procedures	Recordkeeping Policy.pdf	pdf	62b0bae09ff117000819b902	06/20/2022
Personnel policies including background checks	Personnel Policies and Procedures.pdf	pdf	62b0baf89ff117000819b979	06/20/2022
Quality control and testing	Quality Control and Testing.pdf	pdf	62b0bbfef750650008b05498	06/20/2022
Inventory procedures	Inventory Procedures.pdf	pdf	62b0bc11f750650008b054db	06/20/2022
Transportation of marijuana	Transportation Procedures.pdf	pdf	62b0bc20f750650008b0550e	06/20/2022
Storage of marijuana	Storage of Marijuana.pdf	pdf	62b0bc329ff117000819bc0c	06/20/2022
Prevention of diversion	Plan for Prevention of Diversion.pdf	pdf	62b0bc499ff117000819bc27	06/20/2022
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	62b0bdc79ff117000819be75	06/20/2022
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	62b0bf6af750650008b05a3c	06/20/2022
Sample of unique identifying marks used for branding	Samples of Unique Identifying Marks.pdf	pdf	62b1e1f59ff11700081aa357	06/21/2022
Types of products Manufactured.	Types of Products Manufactured.pdf	pdf	62c471be9ff117000829d6aa	07/05/2022
Method used to produce products	Packaging and Labeling.pdf	pdf	62c479c9f750650008c06429	07/05/2022
Method used to produce products	Method Used to Produce Products.pdf	pdf	62c48e5d9ff11700082a1b72	07/05/2022
Diversity plan	Diversity Plan.pdf	pdf	630bf11544fa35000ada0689	08/28/2022
Security plan	Security Policies and Procedures.pdf	pdf	63768151a0fd020008bd69d1	11/17/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 8:00 PM
Tuesday From: 7:00 AM	Tuesday To: 8:00 PM
Wednesday From: 7:00 AM	Wednesday To: 8:00 PM
Thursday From: 7:00 AM	Thursday To: 8:00 PM
Friday From: 7:00 AM	Friday To: 8:00 PM
Saturday From: 7:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Tower Three, LLC (“Tower Three”) will remain compliant at all times with the local zoning requirements set forth in the Taunton’s Zoning Ordinance. In accordance with Zoning Ordinance Chapter 222 Section 1 and Chapter 440 Attachment 2, Tower Three’s proposed Marijuana Cultivator is located in the ID (Industrial) Zoning District designated for Marijuana Cultivators.

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

As required by Taunton’s Zoning Ordinance, Tower Three will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Taunton Municipal Council. Tower Three will also apply for any other local permits required to operate a Marijuana Cultivator at the proposed location. Tower Three will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator at Tower Three’s proposed location.

Tower Three has already attended several meetings with various municipal officials and boards to discuss Tower Three’s plans for a proposed Marijuana Cultivator and has executed a Host Community Agreement with Taunton. Tower Three will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Tower Three’s Marijuana Cultivator remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Tower Three, LLC

2. Name of applicant’s authorized representative:

Anthony Kinahan

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Taunton

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

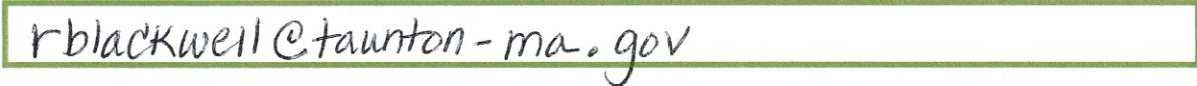
Mayor Shaunna O'Connell



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



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



8. Host community agreement execution date:



First Amendment: 7/24/20
Second Amendment: 6/24/21
Third Amendment: 5/25/22



**THIRD AMENDMENT TO HOST COMMUNITY AGREEMENT
BETWEEN THE CITY OF TAUNTON AND TOWER THREE, LLC
FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT**

Now come the City of Taunton, a municipal corporation acting through its Mayor and Municipal Council, with a principal address of 15 Summer Street, Taunton, Massachusetts, (hereinafter the “City”), and, Tower Three, LLC, a Massachusetts domestic limited liability company with a principal address of 341 Savin Hill Avenue, Boston, Massachusetts 02125, and set forth the following:

WHEREAS, the City and Tower Three, LLC have executed a Host Community Agreement dated April 5, 2019, a First Amendment thereto dated July 24, 2020 and a Second Amendment thereto dated June 24, 2021 with respect to a Marijuana Cultivator Establishment to be located at 30 Sherwood Drive, Taunton, Massachusetts (hereinafter “HCA”);

WHEREAS, the Host Community Agreement contemplates solely a cultivator establishment and not a marijuana manufacturer establishment;

WHEREAS, Tower Three presently desires to engage in marijuana manufacturing in addition to cultivation, and the parties agree to amend the HCA to authorize both cultivation and manufacturing;

NOW THEREFORE, the parties agree:

1. Section 1(c) of the HCA is stricken and replaced with the following:

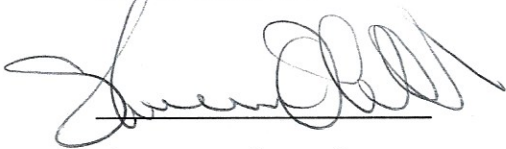
The Establishment will be a Marijuana Cultivator or a Marijuana Product Manufacturer, or a Marijuana Cultivator and a Marijuana Product Manufacturer, as defined in 935 CMR 500.002.

2. Except as amended herein, the HCA and any Amendments thereto remain in full force and effect.

This Third Amendment to the HCA was approved by the Municipal Council on May 10, 2022, and shall be effective as of the date of the Mayor’s signature, May 25, 2022.

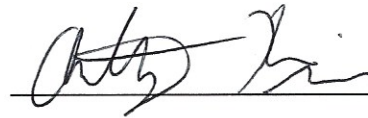
The parties hereto indicate their approval of this Third Amendment to the HCA by their authorized signatures below:

CITY OF TAUNTON



Shaunna L. O'Connell
Mayor

TOWER THREE, LLC



Anthony Kinahan
Managing Partner

As to Form and Character:

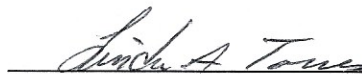


Matthew J. Costa
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

[Signature], SS

On this 24 day of MAY, 2022, before me, the undersigned Notary Public, personally appeared the above-named **Anthony Kinahan**, proved to me by satisfactory evidence of identification being (check whichever applies): [] driver's license or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Managing Partner of Tower Three, LLC.



Notary Public

My Commission Expires October 23, 2026



Order Confirmation

Not an Invoice

Account Number:	717692
Customer Name:	Tower Three LLC
Customer Address:	Tower Three LLC 341 Savin Hill AVE Boston MA 02125-1064
Contact Name:	Tower Three LLC
Contact Phone:	
Contact Email:	
PO Number:	

Date:	02/16/2022
Order Number:	6934618
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	21.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO TAU Taunton Daily Gazette	1	02/18/2022 - 02/18/2022	Public Notices
NEO wickedlocal.com	1	02/18/2022 - 02/18/2022	Public Notices

Total Order Confirmation	\$75.18
---------------------------------	----------------

Tower Three, LLC
LEGAL NOTICE

Notice is hereby given that Tower Three, LLC will hold a virtual Community Outreach Meeting on March 4, 2022 at 6:00PM via <https://meet.goto.com/626255965> or (571) 317-3122; Access Code: 626-255-965 to discuss the proposed cannabis manufacturing license at 30 Sherwood Drive, Taunton, MA in accordance with the MA Cannabis Control Commission's regulations 935 CMR 500

#6934618
TDG 2/18/22



Michael Kinahan <michael@towerthreeilc.com>

Fwd: Tower Three - Host Community Meeting

1 message

Anthony Kinahan <anthony@towerthreeilc.com>
To: Michael Kinahan <michael@towerthreeilc.com>

Wed, Jul 13, 2022 at 11:34 AM

----- Forwarded message -----

From: **Duarte, Phillip** <PDuarte@taunton-ma.gov>
Date: Wed, Jul 13, 2022 at 10:54 AM
Subject: Re: Tower Three - Host Community Meeting
To: Anthony Kinahan <anthony@towerthreeilc.com>
Cc: Matthew J. Costa <mcosta@taunton-ma.gov>, Theresa Garcia <tgarcia@taunton-ma.gov>

Good morning Anthony,

I have consulted with the City Solicitor and he has confirmed that the City does not object to the community outreach meeting being held virtually in accordance with Cannabis Control Commission requirements.

I have CC'ed him here if he has any further comments or if you have any questions.

Thank you,

Phillip Duarte
Council President
Municipal Council
City of Taunton

On Jul 5, 2022, at 4:05 PM, Anthony Kinahan <anthony@towerthreeilc.com> wrote:

Council President Duarte,

I hope all is well.

Tower Three conducted a virtual host community meeting in March for the Manufacturing HCA (I believe you were invited). The CCC allows for virtual community outreach meetings but is asking for confirmation from an authorized representative of the host community confirm approval of hosting the community outreach meeting virtually. Would you, as City Council President, be able to confirm that this is acceptable?

Thank you,
Anthony

--

**Anthony Kinahan**

CFO & Co-Founder
anthony@towerthreeilc.com
www.towerthreeilc.com
cell: 508-577-2648



FIND US ON INSTAGRAM

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): 3/4/22
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:

Tower Three, LLC

Name of applicant's authorized representative:

Michael Kinahan

Signature of applicant's authorized representative:





Attachment A

LOCALIQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Anthony Kinahan
Tower Three LLC
341 Savin Hill AVE
Boston MA 02125-1064

Tower Three, LLC LEGAL NOTICE

Notice is hereby given that Tower Three, LLC will hold a virtual Community Outreach Meeting on March 4, 2022 at 6:00PM via <https://meet.goto.com/626255965> or (571) 317-3122; Access Code: 626-255-965 to discuss the proposed cannabis manufacturing license at 30 Sherwood Drive, Taunton, MA in accordance with the MA Cannabis Control Commission's regulations 935 CMR 500

STATE OF MASSACHUSETTS, COUNTY OF BRISTOL

The Taunton-Daily-Gazette, a newspaper printed and published in the city of Taunton, and of general circulation in the County of Bristol, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

02/18/2022

and that the fees charged are legal.

Sworn to and subscribed before on 02/18/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$75.18

Order No: 6934618

Customer No: 717692

of Copies: 1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

#6934618
TDG 2/18/22

VICKY FELTY
Notary Public
State of Wisconsin



Attachment B
Michael Kinahan <michael@towerthreeilc.com>

Fwd: HCA Community Outreach Meeting

1 message

anthony kinahan <akinahan89@gmail.com>
To: Michael Kinahan <michael@towerthreeilc.com>

Fri, Mar 25, 2022 at 2:18 PM

----- Forwarded message -----

From: **Denise Paiva** <dpaiva@taunton-ma.gov>
Date: Thu, Feb 24, 2022 at 3:21 PM
Subject: Re: HCA Community Outreach Meeting
To: anthony kinahan <akinahan89@gmail.com>

see stamped in copy.

*Denise J. Paiva, Secretary
Taunton Planning & Zoning Board
15 summer St. - mailing address
1298 Cohannet St. - office location
Taunton, Ma. 02780
508 821 1051
dpaiva@taunton-ma.gov*

From: Denise Paiva <dpaiva@taunton-ma.gov>
Sent: Thursday, February 24, 2022 3:15 PM
To: anthony kinahan <akinahan89@gmail.com>
Subject: Re: HCA Community Outreach Meeting

received

*Denise J. Paiva, Secretary
Taunton Planning & Zoning Board
15 summer St. - mailing address
1298 Cohannet St. - office location
Taunton, Ma. 02780
508 821 1051
dpaiva@taunton-ma.gov*

From: anthony kinahan <akinahan89@gmail.com>

Sent: Thursday, February 24, 2022 3:10 PM

To: Denise Paiva <dpaiva@taunton-ma.gov>; Rosie Blackwell <rblackwell@taunton-ma.gov>

Subject: HCA Community Outreach Meeting


Good afternoon Rosie and Denise,

Tower Three LLC will be filing an amendment to our Host Community Agreement to include Product Manufacturing. Per the state guidelines we are required to conduct a community outreach meeting to abutters and notify the Clerk's Office and Planning Department.

Attached is the notice for a meeting to be held on Friday, March 4th at 6pm. Would you be able to respond acknowledging receipt?

Please feel free to reach out if you have any questions.

Thank you,
Anthony Kinahan

 **Xerox Scan_02242022152027.PDF**
221K

Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING

TOWER THREE, LLC

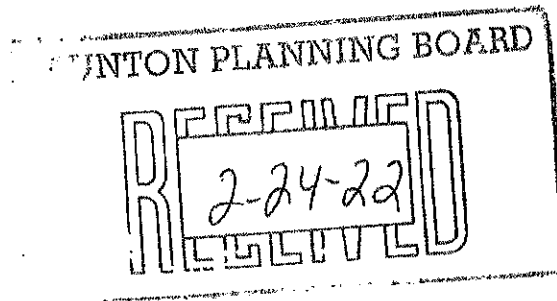
Notice is hereby given that Tower Three, LLC will hold a Community Outreach Meeting on March 4, 2022 via <https://meet.goto.com/626255965> or (571) 317-3122; Access Code: 626-255-965 at 6:00 PM to discuss the proposed cannabis manufacturing facility at 30 Sherwood Drive, Taunton, MA in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.

Topics to be discussed at the meeting will include, but not be limited to:

1. The location of the proposed cannabis establishment
2. The type of cannabis establishment
3. The zoning and permitting bylaws required at the proposed address
4. The plans for maintain a secure facility
5. The plans to prevent diversion to minors
6. The plans to positively impact the community
7. The plans to ensure the establishment will not constitute a nuisance to the community

Interested members of the community are encouraged to ask questions and receive answers from Tower Three LLC's representatives about the proposed facility.

A copy of this notice has been published in a local newspaper at least fourteen (14) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the proposed address as they appear on the most recent applicable tax list.



Attachment C

NOTICE OF COMMUNITY OUTREACH MEETING

TOWER THREE, LLC

Notice is hereby given that Tower Three, LLC will hold a Community Outreach Meeting on March 4, 2022 via <https://meet.goto.com/626255965> or (571) 317-3122; Access Code: 626-255-965 at 6:00 PM to discuss the proposed cannabis manufacturing facility at 30 Sherwood Drive, Taunton, MA in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.

Topics to be discussed at the meeting will include, but not be limited to:

1. The location of the proposed cannabis establishment
2. The type of cannabis establishment
3. The zoning and permitting bylaws required at the proposed address
4. The plans for maintain a secure facility
5. The plans to prevent diversion to minors
6. The plans to positively impact the community
7. The plans to ensure the establishment will not constitute a nuisance to the community

Interested members of the community are encouraged to ask questions and receive answers from Tower Three LLC's representatives about the proposed facility.



City of Taunton, MA Abutters Report

300ft. Abutters of Property 66-247-0
at 30 SHERWOOD DRIVE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 7/1/2021.

Abutter	Street Address	Account No.	Tax Bill Address
66-236-0 [REDACTED]	71 SUMMER STREET	512	TAUNTON, MA 02780 30 OLNEY ST SUITE B TAUNTON, MA 02780
66-252-0 NORTH DUNSTON COUNTY BOARD OF ASSESSORS	22 SHERWOOD DRIVE	504	NORTH DUNSTON COUNTY BOARD OF ASSESSORS 651 ORCHARD STREET #101 NEW BEDFORD, MA 02744
66-253-0 MEDENOR JOSEPH M. & STEPHANIE M.	224 HIGH STREET	4711	224 HIGH STREET TAUNTON, MA 02780
78-519-0 [REDACTED]	0 RR	105889	15 SUMMER STREET TAUNTON, MA 02780
78-514-0 [REDACTED]	240 HIGH STREET	495	TWO CENTER PLAZA, SUITE 700 BOSTON, MA 02108
66-250-0 CONNOR B. BROWN	216 HIGH STREET	498	216 HIGH STREET TAUNTON, MA 02780
66-254-0 LESLIE ANN MARY V. PHISSEE	222 HIGH STREET	497	81 SOUTH MAIN STREET BERKLEY, MA 02779
66-231-0 [REDACTED]	SUMMER STREET	104314	C/O BOARD OF ASSESSORS TAUNTON, MA 02780



City of Taunton, MA Abutters Report

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 7/1/2021.

300ft. Abutters of Property 66-247-0
at 30 SHERWOOD DRIVE

78-113-0 WEDDING JOSEPH M & SHELVIN M	HIGH STREET	4709	WEDDING JOSEPH M & SHELVIN M 224 HIGH ST TAUNTON, MA 02780
78-117-0 BENNETT CHRISTOPHER E & ZABALA	227 HIGH STREET	4575	BENNETT CHRISTOPHER E & ZABALA 227 HIGH STREET TAUNTON, MA 02780
66-251-0 WILLIAMS JAMES W	212 HIGH STREET	4714	WILLIAMS JAMES W 212 HIGH STREET TAUNTON, MA 02780
66-227-0 WILLIAMS JAMES W	6 WEST SUMMER STREET	4699	WILLIAMS JAMES W 6 WEST SUMMER STREET TAUNTON, MA 02780
66-249-0 30 SHERWOOD DRIVE LLC	HIGH STREET	507	30 SHERWOOD DRIVE LLC 1582 DORCHESTER AVENUE DORCHESTER, MA 02122
78-115-0 CADWALADER EDWARD G JR	17 SHERWOOD DRIVE	506	CADWALADER EDWARD G JR PO BOX 263 STOUGHTON, MA 02072
66-228-0 FERRANDEZ JOHNNIE & JEANNINE L	3 WEST SUMMER STREET	4694	FERRANDEZ JOHNNIE & JEANNINE L 3 W SUMMER STREET TAUNTON, MA 02780
78-114-0 CADWALADER EDWARD G JR	27 SHERWOOD DRIVE	505	CADWALADER EDWARD G JR PO BOX 263 STOUGHTON, MA 02072
66-279-0 SUPPESSEMAN DE	215 HIGH STREET	4611	SUPPESSEMAN DE 10 SERENADE PARK EASTON, MA 02334




City of Taunton, MA Abutters Report

300ft. Abutters of Property 66-247-0 at 30 SHERWOOD DRIVE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 7/1/2021.

78-111-0 AMERICAN EXPRESS	219 HIGH STREET	478	AMERICAN EXPRESS 50 FREMONT STREET TAUNTON, MA 02780
78-116-0 SEC MATTHEW L	225 HIGH STREET	4562	SEC MATTHEW L 225 HIGH STREET TAUNTON, MA 02780
78-112-0 SAYONIS DENNY & HERBERT TDS	221 HIGH STREET	4605	SAYONIS DENNY & HERBERT TDS 56 AVALON DRIVE TAUNTON, MA 02780
66-256-0 PAUL REGISTER LLC	218 HIGH STREET	4713	PAUL REGISTER LLC 218 HIGH STREET TAUNTON, MA 02780
78-121-0 CUSHMAN STRATEGIC LLC	20 CUSHMAN STREET	476	CUSHMAN STRATEGIC LLC 190 BODWELL STREET AVON, MA 02322
78-198-0 TAUNTON HOUSING AUTHORITY	PAUL BUNKER DRIVE	103568	TAUNTON HOUSING AUTHORITY 30 OLNEY STREET SUITE B TAUNTON, MA 02780
78-110-0 STANIS STRANDE	HIGH STREET	4614	STANIS STRANDE 10 SERENADE PARK EASTON, MA 02334
66-255-0 ANNIE	220 HIGH STREET	4712	ANNIE 79 SO MAIN ST BERKLEY, MA 02779

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Plan to Positively Impact Areas of Disproportionate Impact	
	Revision Number	Revision Date	Page
	3	08/28/22	1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed a plan to positively impact areas of disproportionate impact.

2) Definitions:

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.


3) Responsibilities:

This SOP applies to positively impacting areas of disproportionate impact in Massachusetts. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

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

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

To support such populations, Tower Three has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Taunton, which has been identified by the Commission as an area of disproportionate impact.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Plan to Positively Impact Areas of Disproportionate Impact	
	Revision Number	Revision Date	Page
	3	08/28/22	2

4) Goals

In order for Tower Three to positively impact past or present residents of Taunton, Tower Three has established the following goals:


1. Create opportunities for persons from or who reside in areas of disproportionate impact by giving hiring preference to Taunton residents or those who have resided in Taunton within the three preceding years. Goal of 15% of total employee count.
2. Tower Three will raise funds for a Taunton nonprofit housing agency, Pro Home, Inc. Tower Three commits to raising/donating \$5,000 annually, once fully operational.
3. Tower Three will donate funds to a Taunton nonprofit to assist in the revitalization of the center of Taunton, Downtown Taunton Foundation. Tower Three commits to donating \$5,000 annually, once fully operational.

5) Programs

Tower Three has developed specific programs to effectuate its stated goals to positively impact Taunton. Such programs will include the following:

1. Hiring preference for Taunton residents or those who have resided in Taunton within the previous three years of hiring. Tower Three will initiate one (1) job fair targeted specifically to Taunton residents once operations begin, and one (1) job fair annually after operations begin. The job fair will be posted in the local Facebook page or newspaper (Taunton Gazette) stating that the establishment is specifically looking for Taunton residents. All job postings will include language of this preference to encourage those who qualify to apply.
2. Tower Three will raise funds for Pro Home, Inc. through an annual fundraising event. Tower Three has considered such fundraising events as a charity golf tournament, a 5k road race, and/or hosting an entertainment event at a local Taunton establishment, all of which would also assist Pro Home, Inc. with raising awareness and potentially leading to additional future donations. Tower Three guarantees a minimum of \$5,000 to Pro Home, Inc., annually, once fully operational.
3. Tower Three will donate funds to Downtown Taunton Foundation. Tower Three guarantees a minimum of \$5,000 to Downtown Taunton Foundation annually, once fully operational.

6) Measurements

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Plan to Positively Impact Areas of Disproportionate Impact	
	Revision Number	Revision Date	Page
	3	08/28/22	3


The Director of Finance and Administration will administer the Plan and will be responsible for developing measurable outcomes to ensure Tower Three continues to meet its commitments. Such measurable outcomes, in accordance with Tower Three’s goals and programs described above, include:

- Tower Three will document the number of job fairs held, and the number of Taunton residents, or those who have resided in Taunton within the three preceding years, interviewed and hired as a result of the job fairs;
- Tower Three will count the number of individuals hired who are Taunton residents or those who have resided in Taunton within the three preceding years. This number will be assessed from the total number of individuals hired to ensure that at least 15% of total employees are Taunton residents or those who have resided in Taunton within the three preceding years
- Tower Three will document the amount of funds raised and donated to Pro Home, Inc. to ensure that a minimum of \$5,000 is donated to Pro Home, Inc. annually, once fully operational.
- Tower Three will document the amount of funds donated to the Downtown Taunton Foundation to ensure that a minimum of \$5,000 is donated to the Downtown Taunton Foundation annually, once fully operational.

Beginning upon receipt of Tower Three’s first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Tower Three will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Finance and Administration will review and evaluate Tower Three’s measurable outcomes no less than quarterly to ensure that Tower Three is meeting its commitments. Tower Three is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

7) Acknowledgements

- As identified above, Tower Three intends to fundraise or donate to Pro Home, Inc. and acknowledges that Pro Home, Inc. has been contacted and will receive the donation described herein. Please see the attached letter from Pro Home, Inc.
- As identified above, Tower Three intends to donate to Downtown Taunton Foundation and acknowledges that Downtown Taunton Foundation has been contacted and will receive the donation described herein. Please see the attached letter from Downtown Taunton Foundation.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Plan to Positively Impact Areas of Disproportionate Impact	
	Revision Number	Revision Date	Page
	3	08/28/22	4

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

8) References

[935 CMR 500.000: Adult Use of Marijuana](#)



**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: 001339896

1. The exact name of the limited liability company is: TOWER THREE, LLC

2a. Location of its principal office:

No. and Street: 341 SAVIN HILL AVE
City or Town: BOSTON State: MA Zip: 02125 Country: USA

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

No. and Street: 341 SAVIN HILL AVE
City or Town: BOSTON State: MA Zip: 02125 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:

WAREHOUSING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL KINAHAN
No. and Street: 341 SAVIN HILL AVE
City or Town: BOSTON State: MA Zip: 02125 Country: USA

I, MICHAEL KINAHAN 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	MICHAEL ANTHONY KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 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.

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	MICHAEL ANTHONY KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of August, 2018,

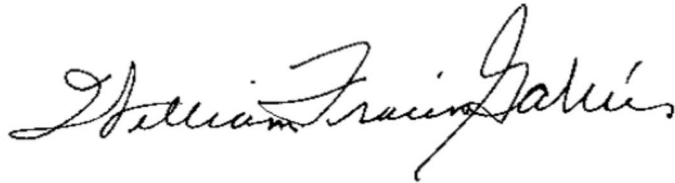
MICHAEL KINAHAN

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

THE COMMONWEALTH OF MASSACHUSETTS

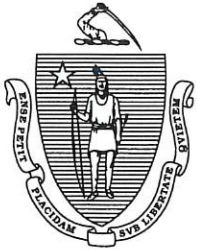
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

August 03, 2018 02:34 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



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

William Francis Galvin
Secretary of the
Commonwealth

February 17, 2022

TO WHOM IT MAY CONCERN:

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

TOWER THREE, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 3, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are: **MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA, ANTHONY JAMES KINAHAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA, ANTHONY JAMES KINAHAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA, ANTHONY JAMES KINAHAN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TOWER THREE, LLC
341 SAVIN HILL AVE
BOSTON MA 02125-1064

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

THIRD AMENDED AND RESTATED OPERATING AGREEMENT

of

TOWER THREE, LLC

Dated as of:

JULY 7, 2021

TABLE OF CONTENTS

ARTICLE I ORGANIZATION.....	1
Section 1.01 Formation.....	1
Section 1.02 Name.....	1
Section 1.03 Principal Office.....	1
Section 1.04 Registered Office; Registered Agent.....	2
Section 1.05 Purpose; Powers.....	2
Section 1.06 Term.....	2
Section 1.07 No State-Law Partnership.....	2
ARTICLE II UNITS.....	3
Section 2.01 Units Generally.....	3
Section 2.02 Authorization and Issuance of Units.....	3
Section 2.03 Other Issuances.....	6
Section 2.04 Limitations on Issuances of Units.....	6
Section 2.05 Class A Unit Anti-Dilution Protection.....	6
Section 2.06 Certification of Units.....	6
ARTICLE III MEMBERS.....	7
Section 3.01 Admission of New Members.....	7
Section 3.02 Representations and Warranties of Members.....	8
Section 3.03 No Personal Liability.....	9
Section 3.04 No Withdrawal.....	9
Section 3.05 Death.....	9
Section 3.06 Voting.....	10
Section 3.07 Meetings.....	10
Section 3.08 Action Without Meeting.....	10
Section 3.09 Power of Members.....	10
Section 3.10 No Interest in Company Property.....	10
Section 3.11 Competitive Business Activities.....	10
ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS.....	11
Section 4.01 Initial Capital Contributions.....	11
Section 4.02 Additional Capital Contributions.....	11
Section 4.03 Maintenance of Capital Accounts.....	11
Section 4.04 Succession Upon Transfer.....	12
Section 4.05 Negative Capital Accounts.....	12
Section 4.06 No Withdrawal.....	12
Section 4.07 Treatment of Loans from Members.....	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.....	14
Section 5.04 Allocations in Respect of Transferred Units.....	15

Section 5.05	Curative Allocations.....	15
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 and Vacancies; Regulatory Matters	20
Section 7.03	Removal; Resignation	22
Section 7.04	Meetings	22
Section 7.05	Quorum; Manner of Acting	23
Section 7.06	Action by Written Consent	23
Section 7.07	Compensation; No Employment; Guaranteed Payments	23
Section 7.08	Officers	24
ARTICLE VIII TRANSFER.....		25
Section 8.01	General Restrictions on Transfer	25
Section 8.02	Right of First Refusal.	26
Section 8.03	Drag-along Rights.	28
Section 8.04	Regulatory Redemption.....	30
Section 8.05	Transfer on Death.....	31
Section 8.06	Incentive Units Call Right	32
ARTICLE IX PRE-EMPTIVE RIGHTS		34
ARTICLE X COVENANTS		36
Section 10.01	Confidentiality	36
Section 10.02	Regulatory Covenants of the Members	38
ARTICLE XI ACCOUNTING; TAX MATTERS.....		39
Section 11.01	Income Tax Audits.....	39
Section 11.02	Tax Returns; Tax Elections.....	41
Section 11.03	Company Funds	41
ARTICLE XII DISSOLUTION AND LIQUIDATION.....		42
Section 12.01	Events of Dissolution	42
Section 12.02	Effectiveness of Dissolution	42
Section 12.03	Liquidation.....	42
Section 12.04	Cancellation of Certificate.....	43
Section 12.05	Survival of Rights, Duties and Obligations	43
Section 12.06	Resource for Claims	43
ARTICLE XIII EXCULPATION AND INDEMNIFICATION.....		44
Section 13.01	Exculpation of Covered Persons.....	44

Section 13.02	Liabilities and Duties of Covered Persons.....	44
Section 13.03	Indemnification	45
ARTICLE XIV MISCELLANEOUS		47
Section 14.01	Expenses	47
Section 14.02	Further Assurances.....	47
Section 14.03	Notices	47
Section 14.04	Headings	47
Section 14.05	Interpretation.....	47
Section 14.06	Severability	48
Section 14.07	Regulatory Review	48
Section 14.08	Entire Agreement	48
Section 14.09	Successors and Assigns	48
Section 14.10	No Third-party Beneficiaries	48
Section 14.11	Amendment.....	49
Section 14.12	Waiver	49
Section 14.13	Governing Law	49
Section 14.14	Dispute Resolution	49
Section 14.16	Equitable Remedies.....	50
Section 14.17	Attorneys' Fees	50
Section 14.18	Remedies Cumulative.....	50
Section 14.19	Counterparts.....	50

THIRD AMENDED AND RESTATED OPERATING AGREEMENT

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Tower Three, LLC, a Massachusetts limited liability company (the “Company”), effective as of October 22, 2020 (the “Effective Date”) is entered into by and among the Company, those persons or entities who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “Member” and collectively, the “Members”), pursuant to the terms of this Agreement. Capitalized terms used herein and otherwise not defined have the meanings set forth on Annex A attached hereto.

RECITALS

WHEREAS, the Company was formed as a Massachusetts limited liability company on August 3, 2018, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C; and

WHEREAS, this Agreement amends and restates that certain Second Amended and Restated Operating Agreement dated [DATE], 2020 between the Members and the Company; and

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

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

ARTICLE I ORGANIZATION

Section 1.01 Formation.

(a) The Company was formed on August 3, 2018 upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “operating agreement” of the Company and amends and replaces in the entirety all preceding operating agreements 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 “Tower Three, LLC” or such other name or names as the Board may from time to time designate; *provided*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”. The Board shall give prompt notice to each of the Members of any change to the name of the Company.

Section 1.03 Principal Office. The principal office of the Company shall be the office as designated on the Certificate of Organization, or such other place as may from time to time be

determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 1.04 Registered Office; Registered Agent.

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

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

Section 1.05 Purpose; Powers.

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

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

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

Section 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 purposes 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 Regulatory Laws. 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 may include modifications to this Agreement; *provided, however*, that any such modification pursuant to this Section 1.08 shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

Section 1.09 Cannabis-related Risks. 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 CANNABIS LAWS). THE MEMBERS AGREE TO REFORM THIS AGREEMENT IF REQUIRED BY THE REGULATORY LAWS OR ANY REGULATORY AUTHORITIES.

ARTICLE II UNITS

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

Section 2.02 Authorization and Issuance of Units.

(a) 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 the number of Common Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

(b) Class A Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as Class A Units. As of the date hereof, the number of Class A Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

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

(d) Incentive Units.

(i) The Company is hereby authorized to issue Incentive Units to Managers, Officers, employees, consultants or other service providers of the Company or any Company Subsidiary (collectively, “Service Providers”). As of the date hereof, the number of Incentive Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule. The Board is hereby authorized and directed to adopt a written plan pursuant to which all Incentive Units shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption (such plan as in effect from time to time, the “Incentive Plan”), or may otherwise issue Incentive Units pursuant to standalone agreements with Service Providers. In connection with the issuance of Incentive Units, the Board is hereby authorized to negotiate and enter into award agreements with each Service Provider to whom it grants Incentive Units (such agreements, “Award Agreements”). Each Award Agreement shall include such terms, conditions, rights and obligations as may be determined by the Board, in its sole discretion, consistent with the terms herein.

(ii) The Board shall establish such vesting criteria for the Incentive Units as it determines in its discretion and shall include such vesting criteria in the Incentive Plan and/or the applicable Award Agreement for any grant of Incentive Units. As of the date hereof, none of the issued and outstanding Incentive Units shall be deemed vested. As used in this Agreement:

(1) any Incentive Units that have not vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as “Restricted Incentive Units”; and

(2) any Incentive Units that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as “Unrestricted Incentive Units.”

(iii) Immediately prior to each subsequent issuance of Incentive Units, the Board shall determine in good faith the Incentive Liquidation Value. In each Award Agreement that the Company enters into with a Service Provider for the issuance of new Incentive Units, the Board shall include an appropriate Profits Interest Hurdle for such Incentive Units on the basis of the Incentive Liquidation Value immediately prior to the issuance of such Incentive Units.

(iv) The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider’s Incentive Units constitute a “profits interest” in the Company within the meaning of Rev. Proc. 93-27 (a “Profits Interest”), and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider. The Company and each Service Provider who receives Incentive Units hereby agree to comply with the provisions of Rev. Proc. 2001-43, and neither the Company nor any Service Provider who receives Incentive Units shall perform any act or take any position inconsistent with the application of Rev. Proc. 2001-43 or any future

Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures.

(v) Incentive units shall receive the following tax treatment:

(1) the Company and each Service Provider who receives Incentive Units shall treat such Service Provider as the owner of such Incentive Units from the date of their receipt, and the Service Provider receiving such Incentive Units shall take into account his Distributive share of Net Income, Net Loss, income, gain, loss and deduction associated with the Incentive Units in computing such Service Provider's income tax liability for the entire period during which such Service Provider holds the Incentive Units.

(2) each Service Provider that receives Incentive Units shall make a timely and effective election under Code Section 83(b) with respect to such Incentive Units and shall promptly provide a copy to the Company. Except as otherwise determined by the Board, both the Company and all Members shall (a) treat such Incentive Units as outstanding for tax purposes, (b) treat such Service Provider as a partner for tax purposes with respect to such Incentive Units, and (c) file all tax returns and reports consistently with the foregoing. Neither the Company nor any of its Members shall deduct any amount (as wages, compensation or otherwise) with respect to the receipt of such Incentive Units for federal income tax purposes.

(3) in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(l) and IRS Notice 2005-43, each Member, by executing this Agreement, authorizes and directs the Company to elect a safe harbor under which the fair market value of any Incentive Units issued after the effective date of such Proposed Regulations (or other guidance) will be treated as equal to the liquidation value (within the meaning of the Proposed Regulations or successor rules) of the Incentive Units as of the date of issuance of such Incentive Units. In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to Transfers of Units while the safe harbor election remains effective.

(vi) For the avoidance of doubt:

(1) no Incentive Units, including Unrestricted Incentive Units, shall have any pre-emptive right to acquire New Securities pursuant to Section 9.01;

(2) all Incentive Units, including Unrestricted Incentive Units, shall be subject to the rights of the holders of Common Units to drag along the holders of Incentive Units pursuant to Section 8.03.

Section 2.03 Other Issuances. In addition to the Common Units, Class A Units, Class B Units, and Incentive Units, the Company is hereby authorized, subject to compliance with Section 7.05 and all other terms of this Agreement, to authorize and issue or sell to any Person any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Common Units, Class A Units, Class B Units, or Incentive Units but having different rights (“New Interests”). The Board is hereby authorized, subject to Section 14.11, 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 2.04 Limitations on Issuances of Units. Notwithstanding the foregoing, the Company shall not, and each Member and Manager shall not cause the Company to, issue Units if such issuance would reasonably be expected to jeopardize the Company’s Regulatory Licenses. Any purported issuance of Units in violation of this Section 2.04 shall be null and void, except as provided in Section 8.02.

Section 2.05 Class A Unit Anti-Dilution Protection. In the event that the Company issues Class B Units within one (1) year from the Effective Date, Members holding Class A Units shall be entitled to receive, upon written election made to the Company, a proportionate number of Class A Units such that such Member holding Class A Units maintains the equivalent percentage interest in the Company subsequent to such issuance of Class B Units as held prior to such issuance of Class B Units. Prior to or upon any proposed issuance of Class B Units taking place within one (1) year of the Effective Date, the Company shall provide each Member holding Class A Units written notice of such issuance, and each Member holding Class A Units shall have fifteen (15) days from the date of such notice to affirmatively elect in writing to receive Class A Units pursuant to this Section 2.05. Failure to provide such written election to the Company within the time described in the preceding sentence shall constitute a waiver by such Member holding Class A Units of the right to receive additional Class A Units pursuant to this Section 2.05 in connection with such issuance of Class B Units. Issuance of additional Class A Units pursuant to this Section 2.05 is conditioned on such Class A Member executing all documents reasonably required by the Company in connection with such issuance. The Company is not and shall not be liable for any tax liability associated with the issuance of Class A Units pursuant to this Section 2.05.

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 AN
OPERATING 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 OPERATING AGREEMENT.

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

ARTICLE III MEMBERS

Section 3.01 Admission of New Members.

(a) Subject compliance with the terms of this Agreement, including, but not limited to, Section 2.02, new Members may be admitted from time to time in connection with an issuance of Units by the Company and in connection with a Transfer of Units.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Board and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Board shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 4.03.

(c) Notwithstanding anything else contained herein, a Person not already a Member of the Company may only be admitted as a Member, and the Members and Managers may only cause a Person not already a Member of the Company to be admitted as a Member, if such Person is qualified under the Regulatory Laws to have an ownership or economic interest in the Company and the addition of such Person as a Member would not jeopardize or be reasonably expected to jeopardize the Company's Regulatory Licenses. Without limiting any other obligations contained herein, any Person to be admitted as a Member shall provide any and all information required by the Regulatory Laws or reasonably required by the Company in connection with such admission as a Member, and submit to any applicable background checks or fingerprinting required by the Regulatory Laws or otherwise by any Regulatory Authorities. Any purported admission of a Person as a Member in violation of this Section 3.01(c) shall be null and void.

Section 3.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members as of the date hereof and each of the Members admitted 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's Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

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

(d) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

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

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

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

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

(i) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any

Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable;

(j) Such Member is, or, if such Member is an entity, the owners of such Member are, permitted by this Agreement to hold an interest in the Company pursuant to Section 3.01(c) and are eligible to hold an interest in the Company pursuant to the Regulatory Laws;

(k) With respect to Members admitted pursuant to Section 3.01, such Member is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended by Section 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.

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

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

Section 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.

Section 3.05 Death. With respect to any Member that is a natural Person, the death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided*, that within a reasonable time after such Transfer, the applicable heirs shall be admitted as a Member in accordance with the terms hereof, including but not limited to, (a) the execution and delivery of a written undertaking substantially in the form of the Joinder Agreement, (b) such heirs comply with and provide such information as required by Section 3.01(c), and (c) provided that such Transfer does not jeopardize and would not reasonably be expected to jeopardize the Company's Regulatory Licenses. In the event that such heirs are not eligible to be Members of the Company pursuant to Section 3.01(c), such Units shall not Transfer to such heirs, and the Company shall negotiate in good faith with the estate of the decedent Member to execute agreements and documentation

necessary to effect a Transfer or other disposition of such Units in a manner to not jeopardize the Company's Regulatory Licenses.

Section 3.06 Voting. Except as otherwise provided by this Agreement (including Section 3.07 and Section 14.11) or as otherwise required by Applicable Law:

(a) each Member shall be entitled to one vote per Common Unit and/or Class A Unit (each a "Voting Unit") held by such Member on all matters upon which the Members have the right to vote under this Agreement;

(b) Class B Units and the Incentive Units (including the Unrestricted Incentive Units) shall not entitle the holders thereof to vote on any matters required or permitted to be voted on by the Members.

Section 3.07 Meetings. For any matter for which the Members are specifically authorized or required to act or consent pursuant to this Agreement or applicable law, either as a whole or on a class by class basis, the Members may take such action by a vote of the Members holding a majority of the Voting Units entitled to vote on such matter at a meeting; *provided, however,* that any meeting of the Members may only be called by Members holding at least the majority of Voting Units entitled to vote at such meeting.

Section 3.08 Action Without Meeting. Notwithstanding the provisions of Section 3.07, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by Members holding enough Voting Units necessary to take such action at a meeting. A record shall be maintained by the Board of each such action taken by written consent of the Members.

Section 3.09 Power of Members. The Members shall only have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company or to manage or operate the affairs of the Company.

Section 3.10 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 3.11 Competitive Business Activities. The Members and the Company expressly acknowledge and agree that, subject to the Regulatory Laws: (i) the Members, and the owners and interest holders of such Members, are permitted to have, and may presently or in the future have, investments or other business or strategic relationships, ventures, agreements or other arrangements with entities other than the Company that are engaged in the same or similar business as the Company, or that are or may be competitive with the Company, in all cases outside of the Commonwealth of Massachusetts (any such other investment or relationship, an "Other Business") (ii) none of the Members will be prohibited by virtue of their investment in the Company from

pursuing and engaging in any Other Business; (iii) none of the Members will be obligated to inform the Company or any other Member of any opportunity, relationship or investment in any Other Business (a “Company Opportunity”) or to present any Company Opportunity to the Company, and the Company hereby renounces any interest in any Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (iv) nothing contained herein shall limit, prohibit or restrict any Member from serving on the board of directors or other governing body or committee of any Other Business or otherwise beneficially owning no more than 5% in any other entity, including a competitor of the Company that is publicly listed on an internationally recognized securities exchange; and (v) no other Member will acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any other Member. The Members and the Company expressly authorize and consent to the involvement of any Member in any Other Business; *provided*, that any transactions between the Company and any Other Business will be on terms no less favorable to the Company than would be obtainable in a comparable arm’s-length transaction. The Members and the Company each expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Member or to assert that such involvement constitutes a conflict of interest by the Member participating in the Other Business with respect to the Company or any other Member, and the Members agree to approve, ratify, and take all other action reasonably necessary to authorize and effect such transactions. Notwithstanding the foregoing, each Member having an interest in an Other Business shall provide the Company and any Regulatory Authorities information and documentation disclosing such interest to the extent necessary to comply with the Regulatory Laws, and no Member shall have any interest in an Other Business if holding such interest in addition to the interest such Member holds in the Company would cause or reasonably be expected to cause a violation of the Regulatory Laws.

ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.01 Initial Capital Contributions. Each Member owning Units has made Capital Contributions and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Member’s name on the Members Schedule as in effect on the date hereof.

Section 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 Units made in compliance with Section 9.01.

(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 and only as permissible under the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 5.04, shall receive allocations and Distributions pursuant to Article V, Article VI and Article VII 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. 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 Capital Account balance of each Member (which may be either a positive or negative balance), immediately after making such adjustments and allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 12.03(c)(iii) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c)(iii), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 5.01:

(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) The allocations set forth in paragraphs (a) (b) and (c) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code § 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.

(e) 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 as determined by the Tax Representative so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury 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 Tax Representative 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 VIII Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method; *provided, however*, that the Board may, in its sole discretion, elect to make such allocations on a pro rata basis.

Section 5.05 Curative Allocations. In the event that the Tax Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Article 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), Section 6.02, and Section 6.03, decisions 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), shall be exclusively determined by the Board.

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

Section 6.02 Priority of Distributions.

(a) Distributions from Operations. After making all Distributions required for a given Fiscal Year under Section 6.03, and except as otherwise provided in Section 6.02(b) or Section 12.03(c), all Distributions determined to be made by the Board pursuant to Section 6.01 shall be made to the Members in the following order and priority, subject to Section 6.07:

(i) if made on or prior to the first (1st) anniversary of the Effective Date, twenty percent (20%) to Members holding Class A Units pro rata in proportion to their holdings of Class A Units and eighty percent (80%) to Members holding Common Units, Class B Units, or Unrestricted Incentive Units pro rata in proportion to their holdings of Common Units, Class B Units, and Unrestricted Incentive Units treating Common Units, Class B Units, and Unrestricted Incentive Units as one class for the purpose of calculating Distributions pursuant to this Section 6.02(a)(i);

(ii) if made on or prior to the second (2nd) anniversary of the Effective Date, twenty percent (20%) to Members holding Class A Units pro rata in proportion to their holdings of Class A Units and eighty percent (80%) to Members holding Common Units, Class B Units, or Unrestricted Incentive Units pro rata in proportion to their holdings of Common Units, Class B Units, and Unrestricted Incentive Units treating Common Units, Class B Units, and Unrestricted Incentive Units as one class for the purpose of calculating Distributions pursuant to this Section 6.02(a)(ii);

(iii) if after the second (2nd) anniversary of the Effective Date but prior to or upon the third (3rd) anniversary of the Effective Date, seventeen and five tenths percent (17.5%) to Members holding Class A Units pro rata in proportion to their holdings of Class A Units and eighty-two and five tenths percent (82.5%) to Members holding Common Units, Class B Units, or Unrestricted Incentive Units pro rata in proportion to their holdings of Common Units, Class B Units, and Unrestricted Incentive Units treating

Common Units, Class B Units, and Unrestricted Incentive Units as one class for the purpose of calculating Distributions pursuant to this Section 6.02(a)(iii); or

(iv) if after the third (3rd) anniversary of the Effective Date, pro rata to the Members in proportion to their holdings of Units;

(b) Distributions from Deemed Liquidation Events. Except as otherwise provided in Section 6.06, upon the occurrence of a Deemed Liquidation Event, the Deemed Liquidation Event Proceeds therefrom shall be Distributed to the Members, as soon as reasonably practical following receipt by the Company of such Deemed Liquidation Event Proceeds, in the order and priority provided for in Section 6.02.

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 or other business needs, at least seven (7) days before each date prescribed by the Code for a calendar-year corporation to pay annual installments of estimated tax, the Company may, if determined by the Board, Distribute cash to each Member in proportion to and to the extent of such Member's Estimated Tax Amount (each such Distribution, a "Tax Advance").

(b) If, at any time after the final 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 Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 60th day of the next succeeding Fiscal Year; provided, that if the Company has made Distributions other than pursuant to this Section 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).

(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 pursuant to Section 6.02 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 Advance 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 Tax Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "Taxing Authority") with respect to any Distribution or allocation by the Company of income or gain to such Member and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 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 a rate equal to the prime rate published in the Wall Street Journal on the date of payment:

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

(ii) with the consent of the Board, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall

not further reduce the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account).

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

(d) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 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 Distributions Upon Deemed Liquidation Event Resulting in Dissolution. In the event of a Deemed Liquidation Event that results in a dissolution of the

Company, the Board shall distribute the proceeds of such Deemed Liquidation Event in the manner provided in Section 12.03(c).

Section 6.07 Limitations on Distributions to Incentive Units.

(a) Notwithstanding the provisions of Section 6.02, no Distribution (other than Distributions pursuant to Section 6.03) shall be made to a Member on account of its Restricted Incentive Units. [Any amount that would otherwise be Distributed to such a Member but for the application of the preceding sentence shall instead be retained in a segregated Company account to be Distributed in accordance with Section 6.02) by the Company and paid to such Member if, as and when the Restricted Incentive Unit to which such retained amount relates vests pursuant to Section 2.02(d)(ii).]

(b) It is the intention of the parties to this Agreement that Distributions to any Service Provider with respect to his Incentive Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Board shall, if necessary, limit any Distributions to any Service Provider with respect to his Incentive Units so that such Distributions do not exceed the available profits in respect of such Service Provider's related Profits Interest. Available profits shall include the aggregate amount of profit and unrealized appreciation in all of the assets of the Company between the date of issuance of such Incentive Units and the date of such Distribution, it being understood that such unrealized appreciation shall be determined on the basis of the Profits Interest Hurdle applicable to such Incentive Unit. In the event that a Service Provider's Distributions and allocations with respect to his Incentive Units are reduced pursuant to the preceding sentence, an amount equal to such excess Distributions shall be treated as instead apportioned to the holders of Common Units, Preferred Units (on an as-converted-to-Common-Unit basis), and Incentive Units that have met their Profits Interest Hurdle (such Incentive Units, "Qualifying Incentive Units"), pro rata in proportion to their aggregate holdings of Common Units, Preferred Units (on an as-converted-to-Common-Unit basis), and Qualifying Incentive Units treated as one class of Units.

(c) For avoidance of doubt, no Distributions shall be made with respect to Restricted Incentive 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 and Vacancies; Regulatory Matters.

(a) The Company and the Members shall take such actions as may be required to ensure that the number of Managers constituting the Board shall be at least three (3) and no more than four (4) Managers. The Managers constituting the Board shall be comprised of the following:

(i) Four (4) individuals elected from time to time by the affirmative majority vote of the Members of the Company, which individuals as of the Effective Date are Michael A. Kinahan, Anthony J. Kinahan, Kayla M. Correa, and Hang Nina Nguyen; and

(ii) One (1) individual elected from time to time by the affirmative vote of the Members holding a majority of the then outstanding Voting Units of the Company.

(b) The Managers shall each hold office until their respective resignation, removal, death or incapacity. Any vacancy occurring in the Board shall be filled by the affirmative vote of the Members entitled to elect such Manager pursuant to Section 7.02(a).

(c) Notwithstanding anything to the contrary herein, any newly elected or appointed Manager of the Company shall not be deemed duly elected or appointed and shall not exercise any powers of the position to which such individual has been elected or appointed until (i) such individual has been found suitable to hold such position by the applicable Regulatory Authorities or Bodies pursuant to the Regulatory Laws and (ii) such election or appointment does not jeopardize the Company's eligibility to hold any state or local Regulatory Licenses.

(d) Each newly elected or appointed Manager, by virtue of such election or appointment of such individual, consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Company of any information regarding such officer required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such officer.

(e) Each Manager, by virtue of holding such position, agrees to the following:

(i) Such Manager shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, if any, (ii) providing all information regarding such Manager as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities.

(ii) In the event that such Manager (i) has experienced an event or circumstance, or otherwise reasonably believes, that such Manager may meet any condition to be deemed an Affected Person or (ii) has knowledge that any Member or any other individual elected or appointed as a director or Manager of the Company or any other current Officer or Manager of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, then, in all cases, such Manager shall promptly notify the Company of the relevant details.

(iii) Upon receipt of a notice that a Manager may meet any condition to be deemed an Affected Person, the Disinterested Board may, but are not obligated to, permit the applicable individual a specified period of time (as determined by the Disinterested Board to the extent permitted by any Regulatory Laws (including by the applicable Regulatory Authority)) to take all actions, at such individual's costs, to cure such condition.

(iv) Upon the expiration of such period of time (if any) or otherwise, the Disinterested Board shall promptly make a determination regarding such Manager as an Affected Person. If the Disinterested Board determines that such Manager is an Affected Person, the Company shall, and the Members shall the cause the Company to, remove such Manager as promptly as possible or as otherwise directed by the applicable Regulatory Authority and shall be replaced by the Members entitled to elect such Manager. If the Disinterested Board determines that such Manager is a not Affected Person, such Manager shall continue to hold office until such Manager's successor is designated by the Members entitled to designate such Manager or until such Manager's earlier death, resignation or removal.

Section 7.03 Removal; Resignation.

(a) Except as provided in Section 7.02(e)(iv), (1) a Common Unit Manager may be removed or replaced, with or without cause, by the affirmative vote of the Members holding a majority of the then outstanding Common Units of the Company and (2) any other Manager may be removed or replaced, with or without cause, by the affirmative vote of the Members holding a majority of the then outstanding Voting Units of the Company.

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

Section 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 communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

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

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

Section 7.05 Quorum; Manner of Acting.

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

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

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. Except as provided in Section 7.08, with respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

(d) Deadlock. If the Board is unable to reach a decision by the required vote regarding an item submitted for consideration by the Board at any meeting or by written consent, the Board shall by majority vote select an individual to provide an additional vote on such item as promptly as possible after referral to such individual. Any vote by such individual shall be final and binding on the Company, the Board and the Members.

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 the number of Managers required to take such action at a meeting shall approve such action (*provided*, that prior written notice of such action is provided to all Managers at least one day before such action is taken) or (b) a written consent constituting all of the Managers on the Board shall approve such action. Any written consent pursuant to this Section 7.06 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 of Massachusetts.

Section 7.07 Compensation; No Employment; Guaranteed Payments.

(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, including, to the extent deemed advisable by the Board, the establishment of maximum reimbursement amounts and pre-approval requirements for such expenses. 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.

(c) Notwithstanding the foregoing, in consideration for the services to be provided by Michael Kinahan, Anthony Kinahan, and Isaias Correa (the “Operators”) to the Company, the Company shall pay to the Operators a quarterly fee (the “Operator Fee”). The Operator Fee shall begin to accrue as of the date that the Company receives its first approval from the Cannabis Control Commission to commence operations and will be payable [twice monthly] in arrears. The Operator Fee for each Operator for the applicable pay period shall be equal to Seven Thousand Seven Hundred and Eight Dollars and Thirty-Three Cents (\$7,708.33 USD). The Operator Fee will be treated as a guaranteed payment pursuant to Section 707(c) of the Code and the Company shall take all such action as necessary to ensure such treatment.

Section 7.08 Officers.

(a) Election. 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 it so deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Notwithstanding anything to the contrary herein, any newly elected or appointed Officer of the Company shall not be deemed duly elected or appointed and shall not exercise any powers of the position to which such individual has been elected or appointed until, to the extent necessary, such individual has been found suitable to hold such position by the applicable Regulatory Authorities pursuant to the Regulatory Laws.

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

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

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer. The Members may not transfer their Units without consent of the Board, and no Transfer may occur unless in compliance with Section 3.01(c). Notwithstanding any other provision of this Agreement to the contrary, each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents:

(a) 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 a written 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;

(b) to a Person not already a Member of the Company until the prospective Transferee is admitted as a Member of the Company;

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

(d) if such Transfer would affect the Company’s existence or qualification as a limited liability company under Massachusetts law;

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

(f) if such Transfer would violate the Applicable Laws;

(g) if the prospective transferee would be an Affected Person upon such Transfer;

(h) if such Transfer would 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 any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

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

(j) if such Transfer or issuance would cause the assets of the Company 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.

(k) Transfers of Incentive Units shall not be permitted except:

(i) with consent of the Board;

- (ii) when required of a Drag-along Member pursuant to Section 8.03;
- (iii) as set forth in Section 8.06; or
- (iv) as set forth in the Incentive Plan or applicable Award Agreement.

Section 8.02 Right of First Refusal.

(a) Participation. Except as provided for in Section 8.05, if at any time a Member (such Member, an “Offering Member”) receives a bona fide offer from any Third Party Purchaser to purchase all or any portion of the Units owned by the Offering Member (the “Offered Units”) and the Offering Member desires to Transfer the Offered Units, then the Offering Member must first make an offering of the Offered Units to each other Member in accordance with the provisions of this Section 8.02.

(b) Offer Notice. The Offering Member shall, within ten (10) Business Days of the receipt of the offer from such Third Party Purchaser, give written notice (the “Offering Member Notice”) to the Company and the other Members state that it has received a bona fide offer from a Third Party Purchaser and specifying:

- (i) the identity of the prospective transferee(s);
- (ii) the number and class or series of Units to be Transferred by the Offering Member, the proposed amount of consideration for the Transfer, and the other material terms and conditions of the Transfer, 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;
- (iii) the proposed date, time, and location of the closing of the Transfer, which shall not be less than twenty (20) Business Days from the date of the Offering Member Notice; and
- (iv) a copy of any form of agreement proposed to be executed in connection therewith.

The Offering Member Notice shall constitute the Offering Member’s offer to Transfer the Offered Units to the other Members, which offer shall be irrevocable until the end of the ROFR Notice Period.

(c) Conditions of Sale. By delivering the Offering Member Notice, the Offering Member represents and warrants to the Company and to each other Member that:

- (i) the Offering Member has full right, title, and interest in and to the Offered Units;
- (ii) 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 8.02; and

(iii) 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) ROFR Election. Upon receipt of the Offering Member Notice, each Member shall have ten (10) Business Days (the “ROFR Notice Period”) to elect to purchase a portion or all of the Offered Units by delivering a written notice (a “ROFR Notice”) to the Offering Member and the Company stating that it offers to purchase such portion of the Offered Units on the terms specified in the Offering Member Notice. Any ROFR Notice shall be binding upon delivery and irrevocable by the applicable Member. If more than one Member delivers a ROFR Notice and the aggregate amount of the Offered Units elected for purchase exceeds the total number of Offered Units, each such Member electing to purchase (the “Purchasing Member”) shall be allocated its pro-rata portion of the Offered Units, which shall be based on the proportion of the number of Units such Purchasing Member owns relative to the total number of Units all of the Purchasing Members own.

(e) Waiver of ROFR Rights. Each Member that does not deliver a ROFR Notice during the ROFR Notice Period shall be deemed to have waived all of such Member’s rights to purchase the Offered Units under this Section 8.02, and the Offering Member shall thereafter, subject to the rights of any Purchasing Member, be free to sell the Offered Units to the Third Party Purchaser in the Offering Member Notice without any further obligation to such Member pursuant to this Section 8.02.

(f) Sale Closing. If no Member delivers a ROFR Notice in accordance with Section 8.02(d), the Offering Member may, during the sixty (60) day period immediately following the expiration of the ROFR Notice Period, which period may be extended for a reasonable time following the expiration of the ROFR Notice Period, to the extent reasonably necessary to obtain any required Government Approvals and to comply with Regulatory Laws (the “Waived ROFR Transfer Period”), and subject to the requirements of Section 8.01, Transfer the applicable amount of the Offered Units to the Third Party Purchaser on terms and conditions no more favorable to the Third Party Purchaser than those set forth in the Offering Member Notice. If the Offering Member does not Transfer the Offered Units within such period or, if applicable, within the Waived ROFR Transfer Period, the rights provided hereunder shall be deemed to be revived and the Offered Units shall not be Transferred to the Third Party Purchaser unless the Offering Member sends a new Offering Member Notice in accordance with, and otherwise complies with, this Section 8.02.

(g) Cooperation. Each Member shall take all actions as may be reasonably necessary to consummate the Transfer contemplated by this Section 8.02, including entering into agreements, delivering certificates, instruments and consents, and providing information to Regulatory Authorities as may be deemed necessary or appropriate.

(h) Consummation of Sale. At the closing of any Transfer pursuant to this Section 8.02, the Offering Member shall deliver to the Purchasing Members or the Third Party Purchaser, as applicable, a certificate or certificates representing the Offered Units to be sold (if any), accompanied by all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefor from such Purchasing Members or the Third Party Purchaser, as applicable, by certified or official bank check or by wire transfer of immediately available funds.

Section 8.03 Drag-along Rights.

(a) Participation. Except as provided in Section 8.05, if the Members holding a majority of the outstanding Units (such Member or Members, the “Dragging Member”), propose to consummate, in one transaction or a series of related transactions, a Transfer of more than fifty percent (50%) of the outstanding Units (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 8.03(c) and subject to compliance with Section 8.03(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 8.03(b).

(b) Sale of Units. Subject to compliance with Section 8.03(d):

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Units of the Company 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 equal to the product obtained by multiplying (a) the number of applicable Units held by such Drag-along Member by (b) a fraction (x) the numerator of which is equal to the number of applicable Units that the Dragging Member proposes to sell in the Drag-along Sale 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; 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 8.03 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 identity of the prospective transferee(s);
- (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 8.03 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 8.03(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 8.03(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; *and 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, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(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 8.03(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 8.03 without again fully complying with the provisions of this Section 8.03.

Section 8.04 Regulatory Redemption.

(a) The provisions of Section 8.01, Section 8.02, and Section 8.03 shall not apply to any Transfer or redemption of any Unit or Unit Equivalents pursuant to this Section 8.04. Upon receipt of a notice that a Member may meet any condition to be deemed an Affected Person, such Member shall have thirty (30) days from the receipt thereof (to the extent permitted by any Regulatory Laws, including by the applicable Regulatory Authority), at such Member's sole election, to take all actions, at such Member's costs, to cure such condition. Upon the expiration of such period of time, if such Member has not cured such condition, the Disinterested Board shall promptly make a determination regarding such Member as an Affected Person.

(b) Upon any determination that a Member is an Affected Person, the Disinterested Board may determine that the Affected Person is permitted to Transfer its Units and Unit Equivalents to an individual or entity approved by the Disinterested Board (*provided, however*, that such Transfer is permitted by any Regulatory Laws, including by the applicable Regulatory Authority) and such Transfer otherwise complies with the provisions of this Agreement. If the Disinterested Board determines that such Affected Person shall not be permitted to Transfer its Units and Unit Equivalents, such applicable Units and Unit Equivalents shall be subject to redemption in accordance with Section 8.04(c) through Section 8.04(h).

(c) The Units and Unit Equivalents owned or controlled by an Affected Person shall be redeemable by the Company, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Board, in which event the Company shall deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Units and Unit Equivalents on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Units and Unit Equivalents held by an Affected Person would address the deficiency, the Board may determine, in their discretion, to redeem only such Units and Unit Equivalents to address the deficiency and such Units and Unit Equivalents shall be selected in such manner as shall be determined by the Disinterested Board. In

accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Units and Unit Equivalents to be so redeemed.

(d) From and after the Regulatory Redemption Date, the Units and Unit Equivalents owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Units and Unit Equivalents, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Units and Unit Equivalents represent all of the Units and Unit Equivalents owned or controlled by the Affected Person, such Affected Person shall cease to be a member, partner or owner, as applicable, of the Company with respect to such Units and Unit Equivalents.

(e) The Company may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the applicable Regulatory Authority and, if not so required, as determined by the Disinterested Board; *provided, however*, that in the event the Company elects to pay all or any portion of the Regulatory Redemption Price with a promissory note, such promissory note shall be unsecured notes of the Company, shall be payable over a five (5) year period, bearing 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 Regulatory Laws, shall be subordinated to all existing and future indebtedness of the Company, and shall contain such other terms and conditions as the Disinterested Board determine, in their discretion, to be necessary or advisable, and the terms of such promissory note shall include equal regular payments, not less than monthly, and shall be reasonable and customary for a transaction of this type; *and provided, further*, that the Company may require a deferral period on commencement of payments under such promissory note, not to exceed one (1) year.

(f) Upon the redemption of the applicable Units and Unit Equivalents, the Company may, subject to compliance with the provisions of this Agreement, reissue, cancel, or hold such Units and Unit Equivalents.

(g) Except as required by a Regulatory Authority, nothing in this Section 8.04 shall be deemed or construed to require the Company to redeem or repurchase any Units and Unit Equivalents owned or controlled by an Affected Person.

(h) The Disinterested Board shall have the exclusive right to interpret all issues arising under this Section 8.04, and any determination of the Disinterested Board under this Section 8.04 or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this Section 8.04. The Disinterested Board may also impose additional terms and conditions in connection with any redemption under this Section 8.04 and, from time to time, may adopt such other provisions and procedures in furtherance of this Section 8.04. In the event there is no Disinterested Board, the Company and the Affected Person jointly shall appoint an independent individual within forty-five (45) days.

Section 8.05 Transfer on Death. Notwithstanding anything else to the contrary herein, a Transfer by a Member by will or by the laws of intestate succession, to such Member's executors,

administrators, testamentary trustees, legatees or beneficiaries shall not be subject to Section 8.02, and a Member making such Transfer may not elect that such Transfer be a Drag-along Sale.

Section 8.06 Incentive Units Call Right.

(a) Call Right. At any time prior to the consummation of a Change of Control, following the termination of employment or other engagement of any Service Provider with the Company or any of the Company Subsidiaries, the Company may, at its election, require the Service Provider and any Transferees to sell to the Company all or any portion of such Service Provider's Incentive Units at the following respective purchase prices:

(i) For the Restricted Incentive Units, under all circumstances of termination, a price of one dollar (\$1.00 USD) (the "Cause Purchase Price").

(ii) For the Unrestricted Incentive Units, the Cause Purchase Price, in the event of:

(1) the termination of such Service Provider's employment or other engagement by the Company or any of the Company Subsidiaries for Cause; or

(2) the resignation of such Service Provider for any reason other than Good Reason.

(iii) For the Unrestricted Incentive Units, a price equal to their Fair Market Value, in the event of:

(1) the termination of such Service Provider's employment or other engagement by the Company or any of the Company Subsidiaries for a reason other than for Cause;

(2) the resignation of such Service Provider at any time for Good Reason; or

(3) the death or Disability of such Service Provider.

(iv) Notwithstanding the foregoing, the purchase right of the Company provided for in Section 8.06(a)(ii) and Section 8.06(a)(iii) shall not apply to any termination of engagement as a Service Provider that results from the satisfactory completion of a discrete engagement for which such Incentive Units were awarded.

(b) Procedures.

(i) If the Company desires to exercise its right to purchase Incentive Units pursuant to this Section 8.06, the Company shall deliver to the Service Provider, within ninety (90) days after the termination of such Service Provider's

employment or other engagement, a written notice (the “Repurchase Notice”) specifying the number of Incentive Units to be repurchased by the Company (the “Repurchased Incentive Units”) and the purchase price therefor in accordance with Section 8.06(a).

(ii) Each applicable Service Provider shall, at the closing of any purchase consummated pursuant to this Section 8.06, represent and warrant to the Company that:

(1) such Service Provider has full right, title and interest in and to the Repurchased Incentive Units;

(2) such Service Provider has all the necessary power and authority and has taken all necessary action to sell such Repurchased Incentive Units as contemplated by this Section 8.06; and

(3) the Repurchased Incentive 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.

(iii) Subject to Section 8.06(c) below, the closing of any sale of Repurchased Incentive Units pursuant to this Section 8.06 shall take place no later than thirty (30) days following receipt by the Service Provider of the Repurchase Notice. Subject to the existence of any Delay Condition, the Company shall pay the Call Purchase Price for the Repurchased Incentive Units by certified or official bank check or by wire transfer of immediately available funds. The Company shall give the Service Provider at least ten (10) days’ written notice of the date of closing, which notice shall include the method of payment selected by the Company.

(c) Delay Condition. Notwithstanding the provisions of Section 8.06(b)(iii), the Company shall not be obligated to repurchase any Incentive Units if there exists a Delay Condition. In such event, the Company shall notify the Service Provider in writing as soon as practicable of such Delay Condition and the Company may thereafter:

(i) Defer the closing and pay the Call Purchase Price at the earliest practicable date on which no Delay Condition exists, in which case, the Call Purchase Price shall accrue interest at the Company Interest Rate from the latest date that the closing could have taken place pursuant to Section 8.06(b)(iii) above (the “Intended Call Closing Date”) to the date the Call Purchase Price is actually paid; or

(ii) Pay the Call Purchase Price with a subordinated note (fully subordinated in right of payment and exercise of remedies to the lenders’ rights under any Financing Document) bearing interest at the Company Interest Rate from the Intended Call Closing Date until paid in full.

(d) Cooperation. The Service Provider shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 8.06, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(e) Closing. At the closing of any sale and purchase pursuant to this Section 8.06, the Service Provider shall deliver to the Company a certificate or certificates representing the Incentive Units to be sold (if any), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the Call Purchase Price.

(f)

ARTICLE IX PRE-EMPTIVE RIGHTS

Section 9.01 Pre-emptive Right.

(a) Issuance of New Interests. The Company hereby grants each holder of Units other than Incentive Units (each a “Pre-emptive Member”) the right to purchase its Applicable Pro Rata Portion of any New Interests 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 9.01 may be waived and shall not apply to the applicable issuance of New Interests upon the consent of Members holding a majority of the outstanding Units.

(b) Additional Issuance Notices. The Company shall give written notice (an “Issuance Notice”) of any proposed issuance or sale of New Interests described in Section 9.01(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 Interests (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 Interests 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 form the date of the Issuance Notice;

(iii) the proposed purchase price per unit of the New Interests; 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 Member's holdings of Units in a manner that enables each Pre-emptive Member to calculate its Applicable Pro Rata Portion of any New Interests.

(c) 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") shall have the right to elect irrevocably to purchase all or any portion of its Applicable Pro Rata Portion of any New Interests at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company (an "Acceptance Notice") specifying the number of New Interests it desires to purchase, as applicable. 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 Interests 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 9.01 with respect to the purchase of such New Interests, but shall not affect its rights with respect to any future issuances or sales of New Interests.

(d) 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 Interests 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 Interests 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 9.01 to purchase its full Applicable Pro Rata Portion of the New Interests (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").

(e) 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 Interests described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in this Section 9.01 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Interests 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 Interests 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 Interests within such time period, the Company shall not thereafter issue or sell any New Interests without first again offering such securities to the Members in accordance with the procedures set forth in this Section 9.01.

(f) 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 Interests in accordance

with this Section 9.01, the Company shall deliver the New Interests 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 Interests 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 Interests. Each Exercising Member shall deliver to the Company the purchase price for the New Interests 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 Interests 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 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 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 Regulatory Authorities in connection with the pursuit of the Company's business, the Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties of the Confidential Information of the Disclosing Party. The Receiving Party shall only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a "need to know" basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party. Each Party shall specifically inform each of its representatives, employees and agents who receive any Confidential Information of the other Party hereunder of the obligations created by this Agreement and obtain the written acknowledgment from each such person or entity, who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or representatives.

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

(e) Required Disclosure. Other than with respect to disclosures to a Regulatory Authorities 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 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.

Section 10.02 Regulatory Covenants of the Members. Each of the Company's Members covenants that:

(a) all Units and Unit Equivalents held by such Member shall be held subject to the restrictions and requirements of all Regulatory Laws;

(b) such Member shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, as applicable, (ii) providing all information regarding such Member as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities;

(c) such Member consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Company of any information regarding such Member required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such Member;

(d) any Transfer of Units or Units Equivalents held by such Member shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect; and

(e) in the event that such Member (i) has experienced an event or circumstance, or otherwise reasonably believes, that such Member may meet any condition to be deemed an Affected Person or (ii) has knowledge that any other Member or any other individual elected or appointed as a director or officer of the Company or any current director or officer of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, then, in all cases, such Member shall promptly notify the Company of the relevant details.

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Income Tax Audits.

(a) For each year in which the Company is subject to the Partnership Tax Audit Rules, the Company shall designate Anthony Kinahan to serve as the “partnership representative” of the Company within the meaning of Code § 6223, as amended by the Partnership Tax Audit Rules (the “Tax Representative”). The Tax Representative shall have sole authority to act on behalf of the Company for purposes of the Code and the Partnership Tax Audit Rules and any comparable provisions of state or local income tax laws with respect to the taxable year(s) such Person was designated to serve in such capacity, until such Person resigns or is replaced by the Board in accordance with the provisions of Section 11.01(b). If the Tax Representative is an entity rather than an individual, the Tax Representative shall appoint an individual who meets the requirements of the Partnership Tax Audit Rules to serve as the “designated individual” (the “Designated Individual”) to act on behalf of the Tax Representative for the Company, which appointment shall be deemed to be the appointment of the Company. For purposes of this Section 11.01, unless otherwise specified, all references to provisions of chapter 63 of the Code shall be to such provisions as enacted by the Partnership Tax Audit Rules.

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

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

(d) If the Company qualifies to elect pursuant to Code § 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, the Company shall make such election.

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

(f) Each Member and former Member agrees that, upon request of the Tax Representative, such Member shall: (i) provide any information and take such action as may be reasonably required by the Tax Representative in order to determine whether any "imputed underpayment" within the meaning of Code § 6225 may be modified pursuant to Code § 6225(c); (ii) file amended tax returns or effectuate the alternative "pull-in" procedure as provided in Code § 6225(c)(2) with respect to any "reviewed year" (within the meaning of Code § 6225(d)(1)) to reduce the amount of any "partnership adjustment" otherwise required to be taken into account by the Company; or (iii) in the event the Members do not fully or timely comply (in the Tax Representatives sole discretion) with the procedures of such Code § 6225(c)(2), take such actions as may be necessary or desirable (if any) to allow the Company to comply with the provisions of Code § 6226 (concerning the "push-out" election) so that any "partnership adjustments" are taken into account by the Members rather than the Company.

(g) If the Company is obligated to pay any amount of tax, penalty, interest, or other charges determined under the Code (a "Company Level Tax"), each Member or former Member to which the assessment or payment relates (an "Indemnifying Member") shall indemnify the Company for, and pay to the Company, the Indemnifying Member's allocable share of the Company Level Tax. Each Indemnifying Member's allocable share of the Company Level Tax

shall be determined in good faith by the Board. Promptly upon notification by the Board of the Indemnifying Member's obligation to indemnify the Company, an Indemnifying Member shall make a payment to the Company of immediately available funds, at the time and in the amount and manner directed by the Board. Amounts paid to the Company under this Section 11.01(g) by an Indemnifying Member who is not a Member of the Company at the time such payment is made shall not be treated as a Capital Contribution.

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

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

Section 11.02 Tax Returns; Tax Elections.

(a) At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 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.

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

Section 11.03 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts,

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

ARTICLE XII DISSOLUTION AND LIQUIDATION

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

- (a) The determination of the Board to dissolve the Company;
- (b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company subject to consent of the Board 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 outstanding Units, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
- (b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
- (c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

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

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

(iii) Third, to the Members in the same manner as Distributions are made under Section 6.02(b), subject to Section 6.03.

(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 VI; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

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

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

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and

such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Board, the Liquidator or any other Member.

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

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

Section 13.02 Liabilities and Duties of Covered Persons.

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

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or

required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

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

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

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

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, 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 ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

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

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

**ARTICLE XIV
MISCELLANEOUS**

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

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

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

If to the Company: Tower Three, LLC
 341 Savin Hill Avenue
 Boston, MA 02125
 Attention: Michael Kinahan
 E-mail: michael@towerthree LLC.com

with a copy to: Vicente Sederberg LLP
 2 Seaport Lane, 11th Floor
 Boston, MA 02210
 E-mail: jeremy@vicesederberg.com
 Attention: Jeremy Shaw, Esq.

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

Section 14.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and

“hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 14.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible..

Section 14.07 Regulatory Review. The Members, the Managers and the Company acknowledge and agree that this Agreement (a) must comply with the Regulatory Laws (b) may be subject to regulatory review from a Regulatory Authorities and (c) is intended to ensure that the Company is qualified as an Economic Empowerment Priority Applicant. In the event that a Regulatory Authorities determines, or the Members otherwise reasonably determine, that this Agreement violates the Regulatory Laws 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 14.08 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 14.09 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 14.10 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 14.11 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing approved by a majority of the Board, provided, however, 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. Any such written amendment or modification will be binding upon the Company and each Member, and each Member hereby irrevocably appoints the Company as its attorney-in-fact to execute any amendments hereto or an amended and restated version of this Agreement that is approved in accordance with this Section.

Section 14.12 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 14.12 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 7.04(c) and Section 14.16 hereof.

Section 14.13 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 14.14 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 14.15.

Section 14.15 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 14.16 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 14.17 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.

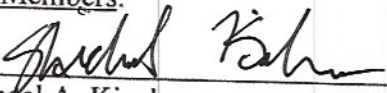
Section 14.18 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

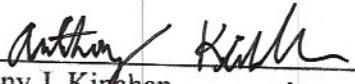
Section 14.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall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

[Signature page follows]

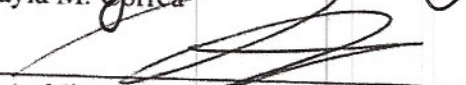
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

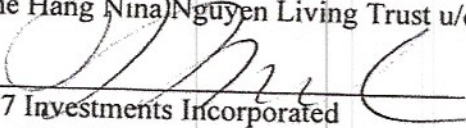
The Members:

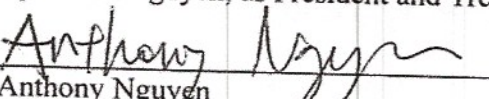

Michael A. Kinahan


Anthony J. Kinahan


Kayla M. Correa



Hang Nina Nguyen, as Trustee
The Hang Nina Nguyen Living Trust u/d/t October 20, 2011

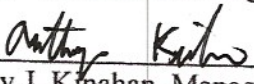

777 Investments Incorporated
By: Minh Nguyen, as President and Treasurer

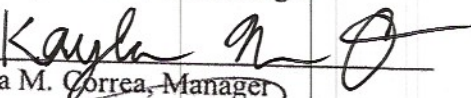

Anthony Nguyen

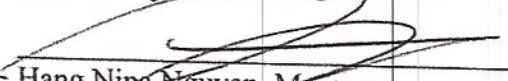
The Company:

TOWER THREE, LLC


Michael A. Kinahan, Manager


Anthony J. Kinahan, Manager


Kayla M. Correa, Manager


Hang Nina Nguyen, Manager

Annex A

DEFINED TERMS

Capitalized terms used in the Agreement and not otherwise defined shall have the meanings set forth below:

“Acceptance Notice” has the meaning set forth in Section 9.01(c).

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

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

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

“Affected Person” means any Member, or any elected or appointed or current Manager or officer of the Company, who either (i) in the good faith determination of the Disinterested Board, or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by any Regulatory Authority:

(a) has breached any Regulatory Laws, the condition of any Regulatory Authority, or the conditions of any Regulatory Licenses;

(b) is not suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager or officer of the Company, as applicable;

(c) fails to be found suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager or officer of the Company, as applicable pursuant to any Regulatory Laws (including by the applicable Regulatory Authority); *provided, however*, such failure, in the good faith determination of the Disinterested Board, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

(d) causes, or would reasonably likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or

(e) 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 any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

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

“Agreement” has the meaning set forth in the preamble hereof.

“Applicable Law” means all Regulatory Laws and applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority; *provided, however,* that Applicable Law shall exclude U.S. Federal Cannabis Laws to the extent that they prohibit or otherwise penalize conduct permitted under Regulatory Laws.

“Applicable Pro Rata Portion” means, for the purposes of Section 9.01, with respect to any Pre-emptive Member holding Units, on any issuance date for New Interests, a fraction determined by dividing (a) the number of Units on a Fully Diluted Basis owned by such Pre-emptive Member immediately prior to such issuance by (b) the total number of Units on a Fully Diluted Basis held by the Members on such date immediately prior to such issuance.

“Authorized Use” has the meaning set forth in Section 10.01(a).

“Award Agreement” has the meaning set forth in Section 2.02(d)(i).

“Bankruptcy” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member’s creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“Board” has the meaning set forth in Section 7.01.

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis

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

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

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

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

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

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

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

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

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

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

relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon an adjustment to the capital accounts pursuant to this paragraph, the Company shall adjust the Book Values of the Company's assets as determined for purposes of maintaining the Capital Accounts in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

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

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

“Business” means the marketing, commercialization, distribution, transfer, sale, and/or possession of cannabis or related substances, or products, activities, or services containing or relating to cannabis.

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

“Capital Account” has the meaning set forth in Section 4.03.

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

“Cause” with respect to any particular Service Provider, has the meaning set forth in any effective Award Agreement, employment agreement or other written contract of engagement entered into between the Company and such Service Provider, or if none, then “Cause” means any of the following:

(a) such Service Provider’s repeated failure to perform substantially his duties as an employee or other associate of the Company or any of the Company Subsidiaries (other than any such failure resulting from his Disability) which failure, whether committed willfully or negligently, has continued unremedied for more than thirty (30) days after the Company has provided written notice thereof; provided, that a failure to meet financial performance expectations shall not, by itself, constitute a failure by the Service Provider to substantially perform his duties;

(b) such Service Provider’s fraud or embezzlement;

(c) such Service Provider’s material dishonesty or breach of fiduciary duty against the Company or any of the Company Subsidiaries;

(d) such Service Provider’s willful misconduct or gross negligence which is injurious to the Company or any of the Company Subsidiaries;

(e) any conviction of, or the entering of a plea of guilty or nolo contendere to, a crime that constitutes a felony (or any state-law equivalent) or that involves moral turpitude, or any willful or material violation by such Service Provider of any federal, state or foreign securities laws (without regard to federal laws prohibiting commercial cannabis operations);

(f) any conviction of any other criminal act or act of material dishonesty, disloyalty or misconduct by such Service Provider that has a material adverse effect on the property, operations, business or reputation of the Company or any of the Company Subsidiaries;

(f) the unlawful use (including being under the influence) or possession of illegal drugs by such Service Provider on the premises of the Company or any of the Company Subsidiaries while performing any duties or responsibilities with the Company or any of the Company Subsidiaries;

(g) the material violation by such Service Provider of any rule or policy of the Company or any of the Company Subsidiaries; or

(h) the material breach by such Service Provider of any covenant undertaken in Article X herein, any effective Award Agreement, employment agreement or any written non-disclosure, non-competition, or non-solicitation covenant or agreement with the Company or any of the Company Subsidiaries.

“Cause Purchase Price” has the meaning set forth in Section 8.06(a)(i).

“Certificate of Organization” means the Company’s Certificate of Organization as filed with the Secretary of the Commonwealth of Massachusetts, as may be amended, modified, and replaced from time to time.

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

“Class A Units” means the Units authorized by Section 2.02(b) having the privileges, preference, duties, liabilities, obligations, and rights specified herein with respect to “Class A Units” in this Agreement.

“Class B Units” means the Units authorized by Section 2.02(c) having the privileges, preference, duties, liabilities, obligations, and rights specified herein with respect to “Class B Units” in this Agreement.

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

“Common Units” means the Units authorized by Section 2.02(a) having the privileges, preference, duties, liabilities, obligations, and rights specified herein with respect to “common units” in this Agreement.

“Common Unit Manager” has the meaning set forth in Section 7.012.

“Company” has the meaning set forth in the preamble hereof.

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

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

“Company Opportunity” has the meaning provided in Section 3.11.

“Company Subsidiary” means a Subsidiary of the Company.

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

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

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

- (a) a merger or consolidation in which:
 - (i) the Company is a constituent party; or
 - (ii) a Material Subsidiary is a constituent party and the Company issues Units pursuant to such merger or consolidation;

except any such merger or consolidation involving the Company or a Material Subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Units or other securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity of (1) the surviving or resulting entity; or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity;

(b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Company Subsidiary of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (including, without limitation, the cannabis business licenses of the Company and its Subsidiaries), or (2) the sale or

disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more Subsidiaries of the Company if substantially all of the assets or business of the Company and its subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company; or

(c) A transaction or series of transactions that otherwise results in a Change of Control.

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

“Delay Condition” means any of the following conditions: (a) the Company is prohibited from purchasing any Incentive Units by any financing document or by Applicable Law; (b) a default has occurred under any Financing Document and is continuing; (c) the purchase of any Incentive Units would, or in the good-faith opinion of the Board could, result in the occurrence of an event of default under any Financing Document or create a condition that would or could, with notice or lapse of time or both, result in such an event of default; or (d) the purchase of any Incentive Units would, in the good-faith opinion of the Board, be imprudent in view of the financial condition of the Company, the anticipated impact of the purchase of such Incentive Units on the Company’s ability to meet its obligations under any Financing Document or otherwise in connection with its business and operations.

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

“Disclosing Party” has the meaning set forth in Section 10.01(a).

“Disinterested Board” means, in relation to any Affected Person, those Managers of the Company that have no material direct or indirect financial interest in or with respect to such Affected Person. For the avoidance of doubt, any Manager of the Company that is designated to such position by such Affected Person, or is an officer, director, employee or is otherwise engaged by such Affected Person, shall not be deemed a member of the Disinterested Board with respect to such Affected Person.

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

Company or a Company Subsidiary. “Distribute” when used as a verb shall have a correlative meaning.

“Drag-along Member” has the meaning set forth in Section 8.03(a).

“Drag-along Notice” has the meaning set forth in Section 8.03(c).

“Drag-along Sale” has the meaning set forth in Section 8.03(a).

“Dragging Member” has the meaning set forth in Section 8.03(a).

“Effective Date” has the meaning set forth in the preamble hereof.

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

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

“Excess Amount” has the meaning set forth in Section 6.03(c).

“Exercise Period” has the meaning set forth in Section 9.01(c).

“Exercising Member” has the meaning set forth in Section 9.01(d).

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

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

“Forfeiture Allocations” has the meaning set forth in Section 5.02(e).

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

upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

“Good Reason” with respect to any Service Provider, has the meaning set forth in any effective Award Agreement, employment agreement or other written contract of engagement entered into between the Company and such Service Provider, or if none, then “Good Reason” means any of the following actions taken without the Service Provider’s written consent:

1. a material reduction in the Service Provider’s base salary or the Service Provider’s ability to participate in Company incentive or bonus plans (other than a general reduction in base salary or bonuses that affects all salaried Service Providers equally);
 - (i) the failure by the Company to pay to the Service Provider any material portion of the salary, bonus or other benefits owed to such Service Provider;
 - (j) a substantial adverse change in the Service Provider’s duties and responsibilities or a material diminution in the Service Provider’s title, responsibility, or authority; or
 - (k) a transfer of the Service Provider’s primary workplace by more than seventy-five (75) miles from the current workplace;

provided, that Good Reason shall not be deemed to exist unless: (a) the Company fails to cure the event giving rise to Good Reason within thirty (30) days after written notice thereof given by the Service Provider to the Board, which notice shall (i) be delivered to the Board no later than twenty (20) days following the Service Provider’s initial detection of the condition, and (ii) specifically set forth the nature of such event and the corrective action reasonably sought by the Service Provider; and (b) the Service Provider terminates his employment within thirty (30) days following the last day of the foregoing cure period.

“Government Approval” means any authorization, consent, approval, waiver, exception, variance, order, exemption, publication, filing, declaration, concession, grant, franchise, agreement, permission, permit, or license of, from, or with any Governmental Authority, the giving of notice to, or registration with, any Governmental Authority, or any other action in respect of any Governmental Authority.

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

“Incentive Liquidation Value” means, as of the date of determination and with respect to the relevant new Incentive Units to be issued, the aggregate amount that would be Distributed to the Members pursuant to Section 6.02, if, immediately prior to the issuance of the relevant new Incentive Units, the Company sold all of its assets for Fair Market Value and immediately

liquidated, the Company's debts and liabilities were satisfied and the proceeds of the liquidation were Distributed pursuant to Section 12.03(c).

"Incentive Plan" has the meaning set forth in Section 2.02(d)(i).

"Incentive Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Incentive Units" in this Agreement and includes both Restricted Incentive Units and Unrestricted Incentive Units.

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

"Intended Call Closing Date" has the meaning set forth in Section 8.06(c)(i).

"Issuance Notice" has the meaning set forth in Section 9.01(b).

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

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

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

"Manager" has the meaning set forth in Section 7.01.

"Marijuana Establishment" has the meaning provided in the Regulatory Laws.

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

"Member" and "Members" have the respective meanings set forth in the preamble hereof.

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

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

"Member Nonrecourse Deduction" means "partner nonrecourse deduction" as defined in Treasury Regulations § 1.704-2(i), substituting the term "Member" for the term "partner" as the context requires.

"Members Schedule" has the meaning set forth in Section 2.01.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company in accordance with this Agreement; (b) to a Distribution in

accordance with this Agreement; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

“Misallocated Item” has the meaning set forth in Section 5.05.

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

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

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

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

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

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

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

“Non-exercising Member” has the meaning set forth in Section 9.01(d).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations § 1.704-2(b)(3).

“Offered Units” has the meaning set forth in Section 8.02(a).

“Offering Member” has the meaning set forth in Section 8.02(a).

“Offering Member Notice” has the meaning set forth in Section 8.02(b).

“Officers” has the meaning set forth in Section 7.08(a).

“Operator” has the meaning set forth in Section 7.07(c).

“Operator Fee” has the meaning set forth in Section 7.07(c).

“Other Business” has the meaning provided in Section 3.11.

“Over-allotment Exercise Period” has the meaning set forth in Section 9.01(d).

“Over-allotment Notice” has the meaning set forth in Section 9.01(d).

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

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

“Pre-emptive Member” has the meaning set forth in Section 9.01(a).

“Profits Interest” has the meaning set forth in Section 2.02(d)(v).

“Profits Interest Hurdle” means an amount set forth in each Award Agreement reflecting the Incentive Liquidation Value of the relevant Incentive Units at the time the units are issued.

“Prospective Purchaser” has the meaning set forth in Section 9.01(b).

“Purchasing Member” has the meaning set forth in Section 8.02(d).

“Qualifying Incentive Units” has the meaning set forth in Section 6.07(b).

“Receiving Party” has the meaning set forth in Section 10.01(a).

“Regulated Activities” means any activities or intended activities of the Company and its subsidiaries’ businesses that pursuant to applicable state and local laws requires a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualification) from a state or local governmental agency to conduct such activities, including without limitation the cultivation, harvesting, manufacturing, production, marketing, commercialization, distribution, transfer, sale and/or possession of cannabis or related substances, or products, activities or services containing or relating to the same.

“Regulatory Allocations” has the meaning set forth in Section 5.02(d).

“Regulatory Authorities” means any state or local regulatory or licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation or licensing of Regulated Activities within any applicable state, local or tribal jurisdiction for Regulated Activities, including without limitation the Massachusetts Cannabis Control Commission.

“Regulatory Laws” means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

“Regulatory License” any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from Regulatory Authorities or pursuant to Regulatory Laws.

“Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Board for the redemption of Units and Unit Equivalents pursuant to Section 8.04.

“Regulatory Redemption Notice” means that notice of redemption delivered by the Company pursuant to Section 8.04 to an Affected Person if the applicable Regulatory Authority so requires the Company, or if the Disinterested Board deems it necessary or advisable, to redeem such Affected Person’s Units and Unit Equivalents. Each Regulatory Redemption Notice shall set forth (a) the Regulatory Redemption Date, (b) the number and type of Units to be redeemed, (c) the Regulatory Redemption Price and the manner of payment therefor, (d) if applicable, the manner and place where any certificates for such Units (if any) shall be surrendered for payment, and (e) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Board.

“Regulatory Redemption Price” shall mean the per Unit or Unit Equivalent price for the redemption of any Units and Unit Equivalents to be redeemed pursuant to Section 8.04, which shall be (a) the price (if any) required to be paid by the applicable Regulatory Authority, or (b) if no such price is required, the amount arrived at pursuant to the Company and the Affected Person determining the Fair Market Value of the Affected Person’s Units by a mutually-agreed upon third party appraisal (*provided, however*, that if the Affected Person and the Company cannot agree on a third party appraiser, they shall both individually choose and pay for their own appraisals, and the value of the Affected Person’s Units shall be the average of such two (2) appraisals.

“Repurchased Incentive Units” has the meaning set forth in Section 8.06(b)(i).

“Repurchase Notice” has the meaning set forth in Section 8.06(b).

“Restricted Incentive Units” has the meaning set forth in Section 2.02(d)(ii)(1).

“ROFR Notice” has the meaning set forth in Section 8.02(d).

“ROFR Period” has the meaning set forth in Section 8.02(d).

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

“Service Providers” has the meaning set forth in Section 2.02(d)(i).

“Shortfall Amount” has the meaning set forth in Section 6.03(b).

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

“Tax Advance” has the meaning set forth in Section 6.03(a).

“Tax Amount” means, with respect to a Unit for a Fiscal Year, the federal and state income and Medicare tax liability with respect to the taxable income related to Profit allocated with respect to such Unit for such Fiscal Year as reported to each Member on Schedule K-1. The calculation of such federal and state income and Medicare tax liability shall (i) assume that the holder of such Unit is taxable as an individual for federal and state income and Medicare tax purposes, (ii) assume that the holder of such Unit is in the highest marginal federal and state income tax bracket applicable to individuals resident in the state of such Member’s residence (including the effect of any surtax) and (iii) take into account the deductibility of state and local income taxes for federal income tax purposes as well as differences in tax rates applicable to capital gains and qualified dividends. In determining the amount of federal and state income and Medicare tax liability for any Fiscal Year, if a Person is allocated a taxable loss for any Fiscal Year, the amount of such loss shall be carried forward and applied to offset any taxable income allocated to such Person for each succeeding Fiscal Year or years in which such Person is allocated taxable income until such loss is fully absorbed by taxable income allocated to such Person consistent with applicable rules relating to loss carryforwards under the Code.

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

“Taxing Authority” has the meaning set forth in Section 6.04(b).

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

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

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

“Unallocated Item” has the meaning set forth in Section 5.05.

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

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

“Unrestricted Incentive Units” has the meaning set forth in Section 2.02(d)(ii)(2).

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

“U.S. Federal Cannabis Laws” means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, manufacturing, production, marketing, commercialization, distribution, transfer sale and/or possession of cannabis or related substances, or products, activities or services containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. Ch. 13, et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another’s felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960, and any other U.S. federal law the violation of which is predicated on the violation of any of the foregoing as it applies to Regulated Activities and all orders, decrees, rules and regulations promulgated under any of the foregoing.

“Voting Unit” has the meaning set forth in Section 3.06.

“Waived ROFR Transfer Period” has the meaning set forth in Section 8.02(f).

“Withholding Advances” has the meaning set forth in Section 6.04(b).



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



396384476

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

Tower Three, LLC
341 SAVIN HILL AVE
DORCHESTER, MA 02125-1064

EAN: 22221661
June 29, 2022

Certificate Id:60260

The Department of Unemployment Assistance certifies that as of 6/29/2022 ,Tower Three, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance

Tower Three, LLC

Business Plan



April 2022



CONTENTS

EXECUTIVE SUMMARY.....	2
COMPANY DESCRIPTION.....	3
TEAM.....	6
MARKET RESEARCH.....	8
MARKETING & SALES	11
GROWING TECHNIQUE.....	13
FINANCIALS	14
TIMELINE.....	17
FACILITY.....	20
APPENDIX.....	23



EXECUTIVE SUMMARY

Mission Statement and Message from the Founders

Tower Three, LLC (“Tower Three”) is a Marijuana Establishment committed to creating a safe and clean cultivation and manufacturing facility that is focused on supporting the local community and provides consistent, high-quality cannabis to licensed Marijuana Establishments in the State of Massachusetts.

License Type

Tower Three has applied for and received a final license from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a Tier Two Marijuana Cultivation Facility in Taunton, Massachusetts. Tower Three is in the process of applying for a manufacturing license from the Commission.

Product

Tower Three will cultivate and offer for wholesale to licensed Product Manufacturers and Retailers a wide range of marijuana strains and varieties including sativa, indica and hybrid. Tower Three will manufacture and offer edible products to licensed Retailers.

What Drives Us

Tower Three’s goals include:

1. Serving Marijuana Establishments with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Tower Three’s operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching;
7. Running an environmentally friendly Marijuana Establishment in the Commonwealth of Massachusetts using efficient cultivation methods; and
8. Creating branded marijuana products that are safe, effective, consistent, and high quality.

FINANCIAL SUMMARY

Current market rates for wholesale cannabis are about \$4,000 per pound for resaleable flower and \$1,500 per pound for extraction grade flower and trim in Massachusetts. Tower Three projects over \$10 million for flower sales and \$3 million for extraction grade flower and trim totaling over \$13 million in gross revenue during its first 12 months of operations after harvest of its first crop. EBITDA for this period is projected to be approximately \$8.9 million which correlates to 70%.



COMPANY DESCRIPTION

Structure

Tower Three is a Massachusetts limited liability company that will be a Marijuana Establishment in the Commonwealth.

Operations

Tower Three will first be based in Taunton and has leased a facility located at 30 Sherwood Drive, Taunton, MA, 02780. The facility is well positioned and matches the ideal picture of a community cultivation facility. Prior to our use, the facility was used for commercial lighting manufacturing and remains in good condition. Tower Three initially plans to launch one outlet in Taunton but is planning to open other outlets in key locations in Massachusetts.

The facility encompasses a total of 14,000 square feet, with approximately 8,000 square feet dedicated exclusively to cultivation, approximately 2,000 square feet dedicated to manufacturing and approximately 4,000 square feet of space dedicated to supporting cultivation efforts.

Tower Three will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and manufacturing and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Tower Three will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Tower Three 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. Records will be maintained for at least 12 months.

Tower Three 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.

Tower Three will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.



All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Tower Three will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Tower Three has obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond ensures payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Tower Three.

Tower Three and Tower Three agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Tower Three will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Tower Three's state-of-the-art security system will consist of duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

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

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

Only Tower Three's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Tower Three will maintain a current list of individuals with access.



On-site consumption of marijuana by Tower Three’s employees and visitors will be prohibited.

Benefits to the Municipality

Tower Three has been working cooperatively with the City of Taunton (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 56% of the vote) to ensure that Tower Three operates as a responsible, contributing member of the Taunton community. Tower Three anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Tower Three to site and operate in Taunton. The City stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
 - A Marijuana Cultivator facility will add 10-15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits:**
 - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- **Access to Quality Product:**
 - Tower Three will allow qualified Marijuana Establishments in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
- **Control:**
 - In addition to the Commission, the Taunton Police Department and other municipal departments will have oversight over Tower Three’s security systems and processes.
- **Responsibility:**
 - Tower Three is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- **Economic Development:**
 - Tower Three’s renovation of the facility will revitalize Taunton and contribute to the overall economic development of the local community.

Zoning

The address for the Marijuana Establishment is 30 Sherwood Drive, Taunton, MA 02780 and complies with all Taunton zoning requirements. In accordance with Taunton’s Zoning Bylaws, the proposed property is located in Taunton’s ID (Industrial District). Tower Three has received a special permit from the Taunton Municipal Council.

In accordance with the Commission’s regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.



TEAM

General

Tower Three has put together a team to implement the operations of the Marijuana Establishment. Tower Three intends to create 10-15 full-time staff positions within the first three years of operations in Taunton.

The founders of Tower Three have worked on various projects and business ventures together in the past. The familiarity between the founders will provide a lasting stability for the company.

Founders

Michael Kinahan – Project Engineer (2008 – present); BS in Civil & Environmental Engineering from the University of Rhode Island; Certified Project Manager; Massachusetts Construction Supervisors License; OSHA 10 Safety Certified; and Scaffolding Safety Certified.

Anthony Kinahan – Head Finance Manager (2013 – present); BS in Finance from Bryant University; MBA in Corporate Finance from Northeastern University; and West Bridgewater Selectman (Chairman, 2016 – present).

Kayla Correa – Kayla M. Correa, Esq., Attorney at Law (2018 – present); Trial Attorney at Yasi & Yasi (2014 – 2018); Juris Doctor from Suffolk University School of Law; BA in Political Science & Psychology from the University of Miami; and Massachusetts Real Estate Broker License.

Senior Management

Michael Kinahan – General Manager

Responsible for the maintenance of all electrical, HVAC, cultivation equipment and general facility. The General Manager will also be responsible for:

- Planning, scheduling and supervising regular and preventative maintenance;
- Overseeing the asset database;
- Providing management to Facilities staff and contracted service providers including implementation of policies, guidelines and processes to improve performance;
- Overseeing the maintenance of blueprints, specifications and operation & maintenance manuals for all systems;
- Maintaining compliance with local and state building codes; and
- The Head Cultivator and Security Director will report to the General Manager.



Anthony Kinahan – Chief Financial Officer

Responsible for all general business and financial aspects. The Chief Financial Officer is responsible for:

- Budget Development;
- Accounting;
- Financial Reporting;
- Financial Controls;
- Business Systems and Analytics;
- Procurement;
- Contracts; and
- Vendor Management.

Kayla Correa – General Counsel

Responsible for the recruiting and development of staff as well as maintaining compliance with licensing. The General Counsel is also responsible for:

- Leading development and implementation of human capital strategy;
- Performing talent and organizational diagnoses to align with and drive strategy;
- Coaching managers and other senior team members;
- Maintaining employee records;
- Filing reports with CCC as necessary and required; and
- Record retention.

Isaias Correa – Director of Facility Operations – President & Owner of Patriot Consultant (Cannabis Consulting Company); and Cannabis Cultivator Experience of 5+ Years.

Director of Facility Operations: The Director of Facility Operations is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Ensure Integrated Pest Management (IPM) Program is sufficient.



MARKET RESEARCH

Industry

In Massachusetts, adult use retail sales, which began in November of 2018, finished at \$9.4 million through the end of 2018. Sales through the calendar year of 2019 totaled \$445 million according to the CCC. At the end of October 2020, cannabis sales reached the \$1 billion mark. Unlike other places where cannabis is legal, Massachusetts is within driving distance of some of the most populous places in the country and is poised to become a cannabis tourist destination.

Competitors

Tower Three's competitors include other licensed Cultivator and Manufacturer Establishments located around the Commonwealth. Tower Three is seeking a license in Bristol County. Currently, there is only one operating cultivation establishment in Bristol County.

Competitive Advantage

Tower Three's most notable competitive advantage over their competition is their core team. Michael Kinahan is a civil engineer who holds a Massachusetts Construction Supervisors License and is OSHA 10 certified. His experience in the engineer field will benefit the pre-construction phase of the site remediation greatly. Anthony Kinahan, who holds a Finance degree and a Master's degree in corporate finance, leads the finance group at the Massachusetts Convention Center Authority on Summer Street in Boston. The experience learned from running a \$90M operational budget and \$40M capital budget for the Convention Center will be an invaluable commodity for Tower Three. Kayla Correa has been a practicing attorney since 2013. Her experience in various types of law, including real estate and litigation, will assist Tower Three in many business endeavors.

As a company, Tower Three has been cultivating for approximately five years at various locations. Quality has always been and will continue to be the driving goal behind Tower Three's vision.

In every business, there is competition. However, the cannabis industry is known to be highly competitive. Tower Three possesses several strengths which will separate Tower Three from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis cultivated, the service offered, the location of the facility, the discounts offered for the products, and to some extent, the branding of the business.

Regulations

Tower Three is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.



Tower Three is registered to do business in the Commonwealth as a Massachusetts limited liability company. Tower Three will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Tower Three has applied for all state and local permits and approvals required to renovate and operate the facility. Tower Three has received their Final License from the CCC for cultivation, applied for their provisional license for manufacturing and received their Special Permit from the City of Taunton.

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



MARKETING & SALES

Growth Strategy

Tower Three's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of consummate professionals.

Tower Three plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Tower Three 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 advertisement.

All marketing, advertising, and branding produced by or on behalf of Tower Three will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(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."

Tower Three will participate in 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, Tower Three will market its products and services to reach a wide range of qualified consumers.

Sales

Tower Three will not sell marijuana or marijuana products to anyone other than Marijuana Establishments. Packaging for marijuana products sold, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.



Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer 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.” Tower Three 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. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Tower Three has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:





MANUFACTURING TECHNIQUE

Ice Water Extraction

Tower Three will utilize the tried-and-true method of Ice Water Extraction. This avoids use of any potentially dangerous extraction methods, creating a very safe work environment at Tower Three. Buckets are filled with ice, frozen cannabis and then water is added to break off the frozen trichomes from the plant. The remaining hash extracts will be sold as one of the manufacturing products offered by Tower Three.

In order to create edibles, Tower Three will need to activate the THCA in the hash. This process is completed by decarboxylating the hash at a specified temperature for a specified amount of time. This then allows Tower Three to create various edible products. Tower Three will focus on quality in order to build a brand that will result in high demand and above market rates.

Benefits

This extraction technique ensures the purest, high-quality product without added ingredients. Ice Water Extraction yields the best potency and purity compared to all other extraction methods. The best possible flavor and aroma is captured due to an increase in the retention of terpenes. Lastly, Tower Three will be less wasteful because of the high level of efficiency that comes with Ice Water Extraction.



FINANCIALS

Financial Projections

First sales are anticipated six months after the buildout commences due to the time it will take for the buildout and first package of products.

Tower Three is currently operational with a Tier 2 Cultivation license and therefore should be able to self-fund the manufacturing build-out and operational expenses. Avoiding additional debt is healthier for the Company and will allow more flexibility throughout the construction process. The construction is estimated at approximately \$550,000, including pre-operational expenses and rent.



The Proforma for the first five years of operations follows:

	Grow Year 1	Grow Year 2	Grow Year 3	Expansion 1.2 Incremental	Total Grow Year 3	Grow Year 4	Expansion 2 Incremental	Total Grow Year 4	Grow Year 5
Flower:									
Pounds per year	2,520	2,646	2,778	1,334	4,112	4,445	2,750	7,195	7,555
Price per pound	\$ 4,000	\$ 3,880	\$ 3,764	\$ 3,764	\$ 3,764	\$ 3,651	\$ 3,651	\$ 3,651	\$ 3,541
Gross Revenue (Flower)	\$ 10,080,000	\$ 10,266,480	\$ 10,456,410	\$ 5,019,077	\$ 15,475,487	\$ 16,228,348	\$ 10,039,403	\$ 26,267,751	\$ 26,753,705
Trim:									
Pounds per year	2,016	2,117	2,223	1,067	3,290	3,556	2,000	5,556	5,834
Price Per LB	\$ 1,500	\$ 1,455	\$ 1,411	\$ 1,411	\$ 1,411	\$ 1,369	\$ 1,369	\$ 1,369	\$ 1,328
Gross Revenue (Trim)	\$ 3,024,000	\$ 3,079,944	\$ 3,136,923	\$ 1,505,723	\$ 4,642,646	\$ 4,868,504	\$ 2,738,019	\$ 7,606,523	\$ 7,747,244
Local Tax (HCA 3%)	\$ 393,120	\$ 400,393	\$ 407,800	\$ 195,744	\$ 603,544	\$ 632,906	\$ 383,323	\$ 1,016,228	\$ 1,035,028
Revenue after tax	\$ 12,710,880	\$ 12,946,031	\$ 13,185,533	\$ 6,329,056	\$ 19,514,589	\$ 20,463,947	\$ 12,394,099	\$ 32,858,046	\$ 33,465,920
Cost of Goods Sold									
Total COGS	\$ 2,696,940	\$ 2,749,815	\$ 2,804,247	\$ 1,329,969	\$ 4,134,216	\$ 4,205,636	\$ 1,699,513	\$ 5,905,149	\$ 6,007,589
Gross Earnings	\$ 10,013,940	\$ 10,196,216	\$ 10,381,286	\$ 4,999,087	\$ 15,380,373	\$ 16,258,311	\$ 10,694,587	\$ 26,952,898	\$ 27,458,332
SG&A									
Total SG&A	\$ 1,120,159	\$ 1,147,604	\$ 1,175,872	\$ 126,100	\$ 1,301,972	\$ 1,333,282	\$ 843,019	\$ 2,176,301	\$ 3,019,320
EBITDA \$	\$ 8,893,781	\$ 9,048,612	\$ 9,205,414	\$ 4,872,987	\$ 14,078,401	\$ 14,925,029	\$ 9,851,567	\$ 24,776,597	\$ 24,439,011
EBITDA %	70%	70%	70%	77%	72%	73%	79%	75%	73%
GP %	79%	79%	79%	79%	79%	79%	86%	82%	82%



Yearly Company Staff Financials

#	Position Name	# of Positions	Low Salary	High Salary	Average Salary	Combined Average Salaries	FICA/Med/Unemp/Wrkcmp	Benefits	Bonus	Total Cost
1	CFO	1			\$ 185,000	\$ 185,000	\$ 16,650	\$ 11,550	\$ 18,500	\$ 231,700
2	General Manager	1			\$ 185,000	\$ 185,000	\$ 16,650	\$ 11,550	\$ 18,500	\$ 231,700
3	General Counsel (Part-time)	1			\$ 60,000	\$ 60,000	\$ 5,400	\$ 7,800	\$ 6,000	\$ 79,200
4	Director of Facility Operations	1			\$ 150,000	\$ 150,000	\$ 13,500	\$ 10,500	\$ 15,000	\$ 189,000
5	Head Cultivator	1	\$ 110,000	\$ 130,000	\$ 120,000	\$ 120,000	\$ 10,800	\$ 9,600	\$ 12,000	\$ 152,400
6	Assistant Head Cultivator	1	\$ 60,000	\$ 80,000	\$ 70,000	\$ 70,000	\$ 6,300	\$ 8,100	\$ 7,000	\$ 91,400
7	Associate Cultivator	3	\$ 45,000	\$ 50,000	\$ 47,500	\$ 142,500	\$ 12,825	\$ 22,275	\$ 14,250	\$ 191,850
8	Trimmer	6	\$ 38,000	\$ 43,000	\$ 40,500	\$ 243,000	\$ 21,870	\$ 43,290	\$ 24,300	\$ 332,460
9	Head of Security	1	\$ 75,000	\$ 85,000	\$ 80,000	\$ 80,000	\$ 7,200	\$ 8,400	\$ 8,000	\$ 103,600
10	Security Associate	1	\$ 45,000	\$ 50,000	\$ 47,500	\$ 47,500	\$ 4,275	\$ 7,425	\$ 4,750	\$ 63,950
11	Sales/Account Manager	1	\$ 80,000	\$ 90,000	\$ 85,000	\$ 85,000	\$ 7,650	\$ 8,550	\$ 8,500	\$ 109,700
12	Purchasing Agent	1	\$ 65,000	\$ 75,000	\$ 70,000	\$ 70,000	\$ 6,300	\$ 8,100	\$ 7,000	\$ 91,400
13	Accounting Coordinator (AR/AP)	1	\$ 50,000	\$ 60,000	\$ 55,000	\$ 55,000	\$ 4,950	\$ 7,650	\$ 5,500	\$ 73,100
14	Compliance Officer	1	\$ 95,000	\$ 110,000	\$ 102,500	\$ 102,500	\$ 9,225	\$ 9,075	\$ 10,250	\$ 131,050
15	Receptionist	1	\$ 35,360	\$ 39,520	\$ 37,440	\$ 37,440	\$ 3,370	\$ 7,123	\$ 3,744	\$ 51,677
	TOTAL	22				\$ 1,052,940	\$ 94,765	\$ 139,588	\$ 105,294	\$ 2,124,187



TIMELINE

<u>Date</u>	<u>Event</u>
03/20/2019	Legal Interest in the Property Obtained
03/04/2022	Held Community Outreach Meeting
05/03/2022	Obtained Host Community Agreement
May 2022	Submitted Application to Commission
Estimated – June 2022	Received Favorable Recommendation from Taunton Planning Board
Estimated – June 2022	Special Permit granted by Taunton City Council
Estimated – July 2022	Application Resubmitted to Commission in Response to Request for Information (RFI)
Estimated – August 2022	Receive Provisional License from Commission; Begin Registering Agents
Estimated – August 2022	Receive Municipal Building Permit
Estimated – September 2022	Submission of Architectural Review to Commission
Estimated – October 2022	Approval of Architectural Review by Commission
Estimated – October 2022	Begin Facility Build Out/Renovation
Estimated – March 2023	Finish Facility Build Out/Renovation
Estimated – April 2023	Receive Certificate of Occupancy
Estimated – May 2023	Receive Final License from Commission; Begin ensuring appropriate packaging and labeling; registering with the Department of Revenue for tax purposes; Begin



Below Dates are Estimates	
Estimated – June 2023	First Products
Estimated – July 2023	Submission to Independent Testing Laboratory
Estimated – August 2023	Begin Sales to Other Marijuana Establishments



FACILITY

Lease

30 Sherwood Drive is a 32,000 square foot industrial manufacturing building. Tower Three has a 5-year lease, with 5-year extension, for approximately 14,000 square feet. Three has a first right of refusal agreement to lease any other space in the building that becomes available.

Existing Benefits

The building currently has a 4,000-amp transformer, saving approximately \$250,000 in expense. The ceiling height of approximately 13 feet is ideal for cultivation. Ceiling heights of more than 15 feet increase costs of controlling the environment while ceiling heights lower than 12 feet do not provide adequate space for maximum plant growth.

Design

The layout of the facility consists of approximately:

Flower: 4,800 sf

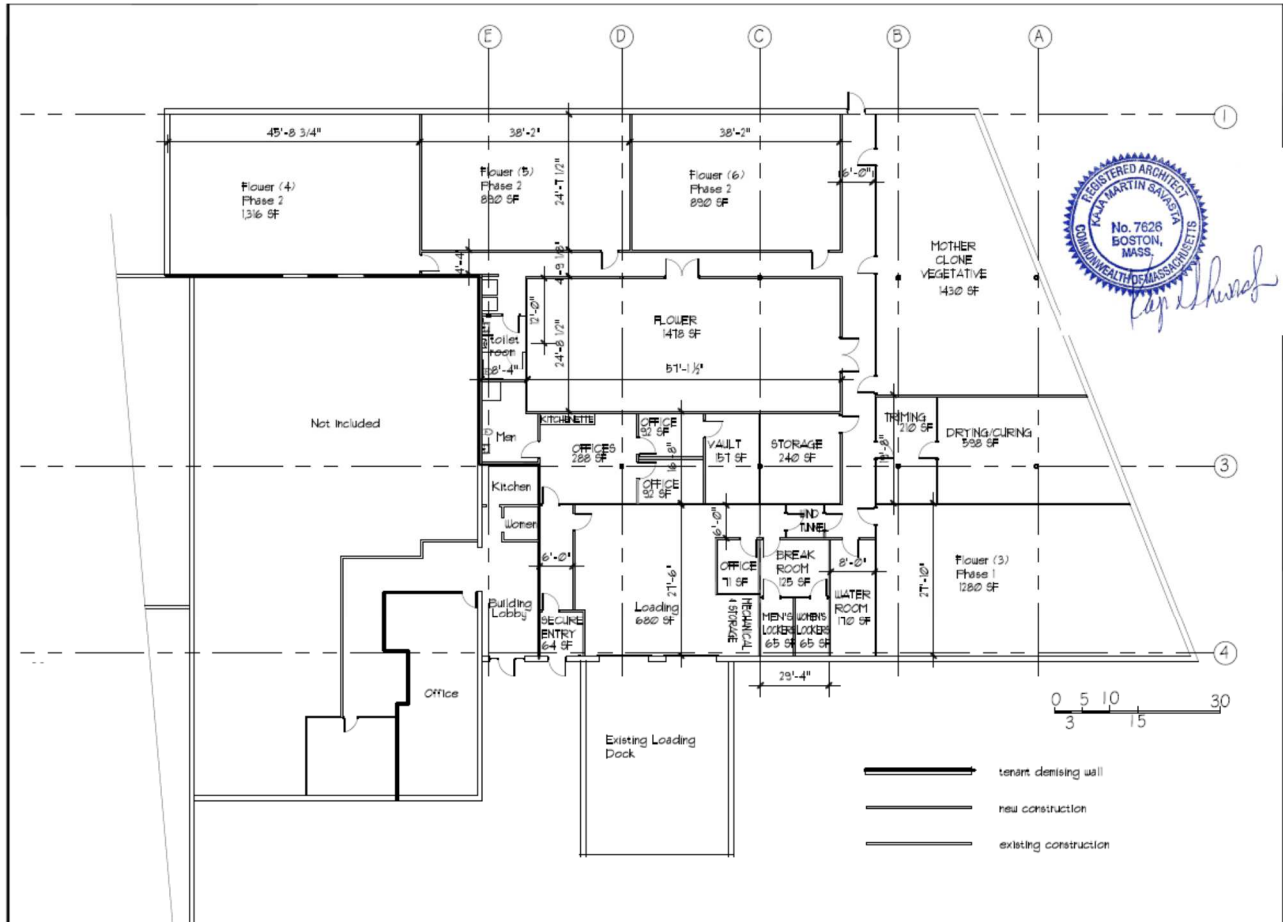
Vegetative/Propagation: 1,300 sf

Trim/Dry/Cure: 900 sf

Office: 1,000 sf

Manufacturing: 2,000 sf

Ancillary: 4,000 sf



With centralized propagation and vegetative spaces, the design allows for efficient flow throughout the facility. Lighting and ventilation designs have been completed specific to each room.



Construction

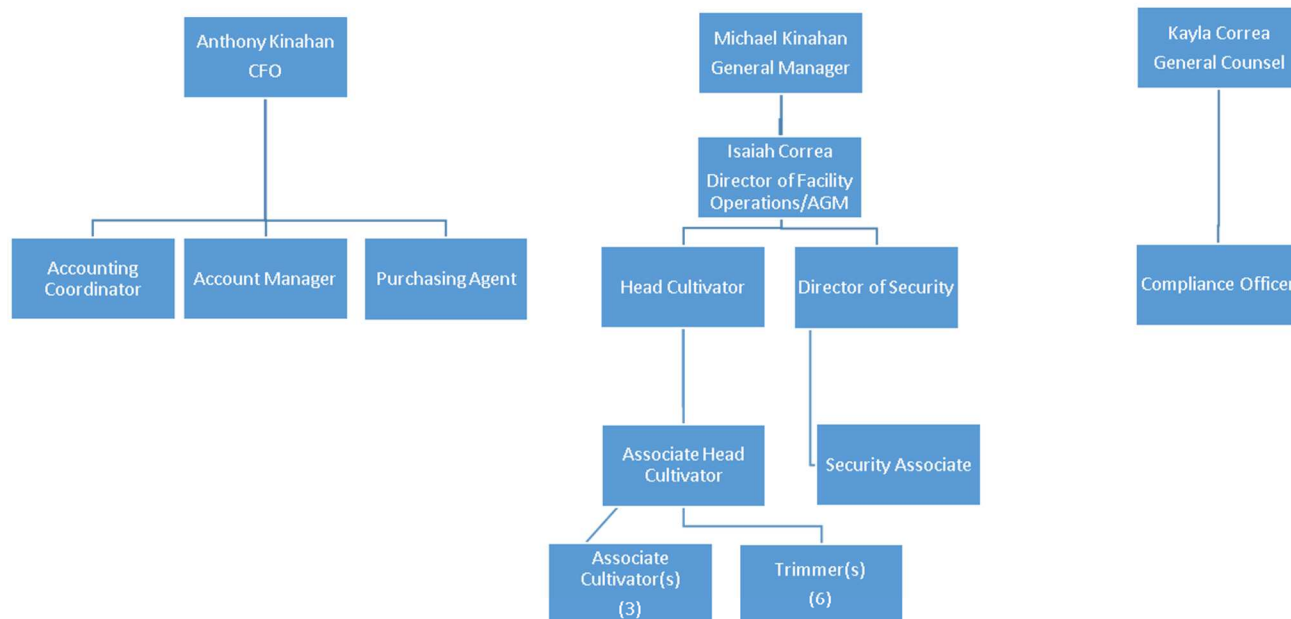
Construction is anticipated to take four months and cost approximately \$450,000.

Soft Costs	\$ 20,000
Insulated Panels & Install	\$ 34,500
Electrical Distribution	\$ 75,000
Plumbing & Irrigation	\$ 45,000
Fire Alarm & Sprinklers	\$ 32,000
Doors, Painting & Finishes	\$ 30,000
Security System	\$ 71,000
Various Equipment	\$ 90,000
Contingency	\$ 50,000
Total	\$ 447,500



APPENDIX

Organizational Chart





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Corcoran & Havlin Insurance Group 287 Linden Street Wellesley, MA 02482	CONTACT NAME: Beth F McDonough, CIC PHONE (A/C, No, Ext): (781) 235-3100 280 FAX (A/C, No): (781) 235-1622 E-MAIL ADDRESS: Beth.McDonough@chinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Admiral Insurance Company		24856
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBI	11/22/2021	11/22/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A						PER STATUTE OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Cannabis Control Commission Union Station 2 Washington Square Worcester, MA 01604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Workplace Safety Policy
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed workplace safety policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:


- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all workplace safety policies in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			2

1. Tower Three promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards.
2. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
3. In accordance with 935 CMR 500.105(3)(c), Tower Three will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.


4) Agent Health and Safety Program

1. Tower Three has developed an employee training program, supplemented with Commission rules and marijuana-specific training, that will provide exhaustive training curricula to all employees.
2. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:
 - a. USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
 - b. Product care, inspection, and maintenance techniques.
 - c. Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling marijuana or materials that come into contact with marijuana.
 - d. Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
 - e. Quality assurance procedures and consequences of failing to follow Company's established processes.
3. Employees who handle marijuana will receive additional hygiene training with specific attention to preventing microbial contamination.

5) Health and Safety Responsibilities

All agents will complete mandatory safety training sessions. Tower Three agents and Tower Three management will have specific responsibilities to ensure health and safety:


5.1 Health and Safety Responsibilities for Tower Three Management

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			3

1. The Executive Team will ensure all employees complete the employee training program that includes, at a minimum, the following quality assurance and contamination prevention training:
 - USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
 - Product care, inspection, and maintenance techniques.
 - Tower Three policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling marijuana or materials that come into contact with marijuana.
 - Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
 - Quality assurance procedures and consequences of failing to follow Company's established processes.
2. The Executive Team will ensure any employees who handle marijuana will receive additional hygiene training with specific attention to preventing microbial contamination.
3. The Executive Team will ensure the health and safety of all employees by:
 - Correcting any workplace conditions that are hazardous to the health and safety of employees.
 - Make copies of the Workers Compensation policies.
 - Post Act and OSHA Regulations throughout the Facility.
 - Informing employees of their rights and responsibilities under OSHA Regulations and the Act.
 - Providing employees with protective devices, equipment, and clothing.
 - Providing employees with education, supervision, and training specific to the Premises and equipment used.
 - Performing ongoing reviews of policies and procedures and updating them as needed.

5.2 Health and Safety Responsibilities for Tower Three Agents

1. Employees must follow the established Tower Three safe work procedures:
 - a. Using the required personal protective equipment at all times.
 - b. Refraining from horseplay or similar conduct that may endanger others.
 - c. Refraining from the use of drugs or alcohol while working on the Premises.
 - d. Reporting accidents and other incidents (including near misses) to management.
 - e. Reporting the following to the Executive Team:

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Workplace Safety Policy
	Revision Number	Revision Date	Page
			4

- i. A hazard that might endanger other employees.
- ii. A problem with personal protective equipment or clothing.
- iii. Any suggestions to improve workplace safety.


6) Cleanliness & Sanitation Training

Tower Three will combine its existing successful agent training program, supplemented with Commission rules and cannabis-specific training to provide exhaustive training curricula to all agents. Tower Three’s training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

1. USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
2. Product care, inspection, and maintenance techniques.
3. Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
4. Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
5. Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
6. Quality assurance procedures and consequences of failing to follow the company’s established processes.

7) Agent Hygiene Practices

1. Employees must practice good hygienic maintain adequate personal cleanliness.
2. All employees must wash their hands thoroughly before starting work, and at any other time when their hands may have become soiled or contaminated.
3. Hand-washing facilities will be placed conveniently on the Premises and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials.
4. All employees will wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.
5. Any employee who is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Workplace Safety Policy
	Revision Number	Revision Date	Page
			5


for which there is a reasonable possibility of contact with marijuana will be excluded from any operations that may result in microbial contamination until the condition is corrected.

8) Hazard Communications Plan

1. Tower Three’s Hazard Communication policies and procedures shall ensure Tower Three is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements.
2. All levels of supervision will be held accountable for the safety of those employees under their direction.
3. Copies of Tower Three’s Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.
4. Tower Three’s Hazard Communication policies and procedures shall, at a minimum, address the following:
 - a. Informing employees of hazardous chemicals used at Tower Three.
 - b. Use of labels and other forms of warning. Use of Material Safety Data Sheets (MSDS).
 - c. Procedure with respect to hazardous non-routine tasks.
 - d. Maintaining a list of known hazardous chemicals used by employees and independent contractors.
 - e. Communication of hazards.
 - f. Training of employees and independent contractors.
5. Tower Three Facility Manager will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:
 - a. Implementation of Tower Three’s Hazard Communication policies and procedures.
 - b. Ensure that OSHA records are maintained at all times.
 - c. Train all Tower Three employees and visiting independent contractors.
 - d. Provide documentation of all training and communications to the Human Resources Manager.

9) Personal Protective Equipment (PPE)

1. Tower Three’s personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE.
2. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			6

3. Employees will wear appropriate PPE at all times.
4. All managers, will implement all aspects of Tower Three’s PPE policies and procedures, including:
 - a. Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
 - b. Reviewing hazard assessments to determine the need for PPE.
 - c. Acquiring the correct PPE.
 - d. Training employees on the use of PPE.
 - e. In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
 - f. Ensuring PPE is available, provided and documented.
 - g. Conducting hazard specific training for the use of PPE.
 - h. Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:


1. Ensure all employees wear the appropriate PPE.
2. Ensure that all employees have completed PPE training.
3. Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
4. Comply with PPE policies as required and support the PPE program as necessary.
5. Participate in quarterly training for the use and maintenance of PPE.
6. Replace all damaged PPE.

Employees will:

1. Inspect PPE before use and ensure proper maintenance.
2. Wear all assigned PPE and conduct assigned tasks in a safe manner.
3. Notify a manager when PPE is damaged and needs to be replaced.
4. Participate in quarterly training for the use and maintenance of PPE.
5. Comply with PPE policies as required and support the PPE program as necessary.

10) Assessment

1. For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard.
2. PPE will be selected to protect against any hazard that is present or likely to be present.
3. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.


	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			7

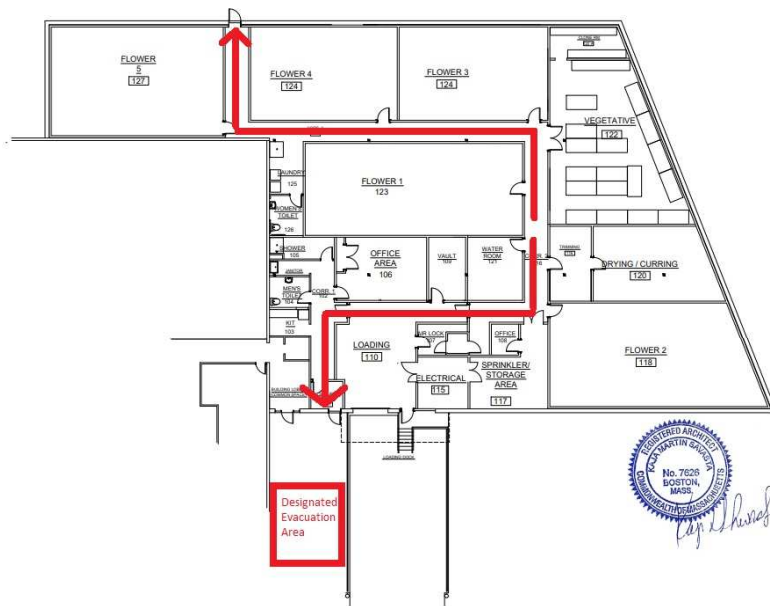
4. All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task.
5. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.
6. Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

11) Fire Protection Plan

1. All employees, supervisors, and managers will follow the procedures outlined in this plan to ensure that employees and consumers are protected.
2. The General Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.).
3. All employees will be trained on and are responsible for understanding the following Safe Code of Work Practices:
 - a. Flammables, including datasheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
 - b. Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
 - c. Care must be taken not to block potential escape routes, particularly with flammable materials.
 - d. Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.
4. Additional fire control measures such as sprinkler systems, fire extinguishers and fire alarms systems will be installed or available in work areas.

12) Fire Safety Plan

 TOWER THREE	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			8




13) Emergency Action Plan

1. Tower Three’s emergency action plan serves to outline procedures for handling of emergency situations.
2. These protocols ensure the safety of all personnel in an emergency situation.
3. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures.
4. All Tower Three employees will adhere to the policies and SOPs in this manual.
5. All employees will have proper training in emergency preparedness as a condition of employment.

12.1 Response to a Medical Emergency

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything


	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			9

hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.

- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

12.2 Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
 - Voice communication
 - Phone paging
 - Radio
- Fight the fire ONLY if:
 - The fire department has been notified
 - The fire is small and not spreading to other areas
 - Escaping the area is possible by backing up to the nearest exit
 - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
 - Leave the building using designated escape routes
 - Assemble in the designated area

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			10

- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
 - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
 - Coordinate an orderly evacuation of personnel
 - Perform an accurate headcount of personnel reported to the designated area
 - Determine a rescue method to locate missing personnel
 - Provide fire department personnel with the necessary information about the facility

12.3 Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

If the power loss causes freezing temperatures within the building the following measures should be taken:

- Emergency eyewash station should be drained of water to avoid freezing and cracking of pipes.
- Equipment that contains fluids that can freeze due to long-term exposure should be drained of all such fluids.
- Propylene-glycol may be added to drains to prevent traps from freezing.


Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

12.4 Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen,
- Do not interrupt the caller,

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			11


- Record your name, time, and date,
- Record the following about the caller's identity:
 - Sex (Male or female)
 - Adult or juvenile
 - Origin of call (local, long distance, telephone booth):
 - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
 - Accent: local/not local, foreign/regional, race
 - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
 - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
 - Language: excellent, good, fair, poor, foul
 - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
 - When will it go off
 - Where is it located
 - What kind of bomb
 - What kind of package
- While on the phone or handling the person deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible call 911 and all company emergency contacts.

12.5 Flood

- Stay calm and await instructions from designate emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

12.6 Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
 - Close off unneeded rooms or areas
 - Stuff towels or rags in cracks under doors
 - Cover windows
 - Eat and drink. Food provides the body with energy and heat. Fluids

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Workplace Safety Policy	
	Revision Number	Revision Date	Page
			12

- prevent dehydration.
- Wear layers of loose-fitting, lightweight warm clothing, if available.


12.7 Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually and as needed throughout the year:

1. If a firearm is displayed, Agents should assume it is real and loaded.
2. Agents should not do anything that would jeopardize their safety or the safety of others.
3. Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
4. Agents should activate alarms ONLY if Agents can do so safely and without detection.
5. Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
6. If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
7. Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
8. Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
9. Agents should note the type of weapon used by the robber and where he or she carried it.
10. Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
11. Agents should try to remember exactly what the robber(s) said.
12. Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Workplace Safety Policy
	Revision Number	Revision Date	Page
			13


immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

12.8 Active Shooter

The U.S. Department of Homeland Security defines an active shooter as “an individual actively engaged in shooting or attempting to shoot people in a confined and populated area.” Tower Three will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.
- 2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or “play dead” to avoid detection. Employees should also:
 - Cover windows and draw blinds
 - Turn off radios and computer monitors
 - Keep out of sight
 - Silence cell phones and remain as quiet as possible
- 3) **Confront the Shooter (FIGHT):** If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling “Gun!”, throwing items at the shooter’s head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

14) Emergency Training

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Workplace Safety Policy
	Revision Number	Revision Date	Page
			14


1. Tower Three will prioritize frequent training, so all employees are familiar with the contents of the emergency management plan.
2. Tower Three will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize the participation of employees and management.
3. Due to the severity of many emergencies, Tower Three will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill.
4. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

15) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[21 CFR Part 110 - Current Good Manufacturing Practice in Manufacturing, Packing, Or Holding Human Food](#)

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Energy Efficiency and Conservation Policy
	Revision Number	Revision Date	Page
	1	12/13/21	1

1) Purpose:

Towe Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal cultivation of adult-use marijuana.

2) Definitions:


Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:


	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Energy Efficiency and Conservation Policy
	Revision Number	Revision Date	Page
	1	12/13/21	2

This SOP applies to all energy efficiency and conservation policies in the Marijuana Establishment. Tower Three management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. Tower Three will demonstrate consideration of the following factors:
 - a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. To the extent updates are required to the information provided for initial licensure, Tower Three will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).
3. Tower Three will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
4. Each license renewal application under 935 CMR 500.103(4) will include a report of Tower Three's energy and water usage over the twelve-month period prior to the date of application.

4) Energy Efficiency and Conservation

1. Tower Three has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including state-of-the-art spray foam insulation, energy compliant and efficient lighting and insulated panel walls.
2. Tower Three has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. At this time, due to funding, renewable energy will not be utilized. In the future Tower Three fully intends to explore options for solar power utilization.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Energy Efficiency and Conservation Policy
	Revision Number	Revision Date	Page
	1	12/13/21	3


3. Tower Three is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs. Smart Bee systems have been installed and will be used to monitor and appropriately and efficiently schedule power demand.
4. Tower Three has engaged Taunton Municipal Lighting Plant (“TMLP”) regarding their energy efficiency programs but there are none being offered at this time. Tower Three will continue to pursue energy efficiency programs with TMLP.

5) Energy Efficiency and Equipment Standards

1. Tower Three will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the “Commission”) and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).
2. Tower Three will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
3. Each license renewal application under 935 CMR 500.103(4) will include a report of Tower Three’s energy and water usage over the twelve-month period prior to the date of application.

6) Lighting

1. Tower Three’s Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
2. Where Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g., fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g., germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest). Horticulture Lighting Square Footage (HLSF)

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Energy Efficiency and Conservation Policy	
	Revision Number	Revision Date	Page
	1	12/13/21	4


- means Canopy. Tower Three’s HLSF is 5,881. Whereas, Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, ($HLE / HLSF = HLPD$) expressed as number of watts per square foot, Tower Three’s HLPD is 43.3 W/SF.
3. All horticultural lighting used in Tower Three is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or on similar lists approved by the Commission on the date on the license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
 4. If Tower Three is looking to use horticultural lighting that is not listed on the Horticultural QPL or other list approved by the Commission, Tower Three will seek a waiver which complies with 935 CMR 500.850 and will provide documentation of the third-party certification by an OSHA NRTL or SCC-recognized body, which has to certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

7) HVAC

1. Tower Three’s Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
2. Tower Three will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

9) Safety Protocols


1. Tower Three has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.
2. Tower Three will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.
3. Before final licensure Tower Three will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Energy Efficiency and Conservation Policy
	Revision Number	Revision Date	Page
	1	12/13/21	5

- Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.100.
4. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).
 5. Tower Three will regularly check for such guidelines and continue to follow the Commission's standards.

10) References

[935 CMR 500.000: Adult Use of Marijuana](#)
[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)
[Energy and Environment Compiled Guidance Checklist for Energy Compliance](#)

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Staffing Plan, Business Hours, and Hiring Plans
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed staffing plan, business hours, and hiring plan policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:


Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Staffing Plan, Business Hours, and Hiring Plans
	Revision Number	Revision Date	Page
			2


3) Responsibilities:

This SOP applies to staffing plans, business hours, and hiring plans in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. The Chief Financial Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis.
2. Hiring procedures include:
 - a. internal and external posting of the position;
 - b. candidate interviews;
 - c. reference checks; and
 - d. background checks.
3. Tower Three is dedicated to hiring local residents, when possible.
4. Tower Three's available jobs will be posted on Tower Three's website and Indeed.
5. Tower Three is committed to building a professional environment for all of our agents.
6. Tower Three is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with Tower Three agents, registered patients, vendors, and the community at large.
7. Tower Three seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
8. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company. Tower Three will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
9. Agents are expected to be present during department meetings as well as company-wide meetings.

4) Hiring Process

1. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
2. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, agent registration, and proof of employment eligibility in the U.S.
3. Tower Three will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Staffing Plan, Business Hours, and Hiring Plans
	Revision Number	Revision Date	Page
			3

4. Tower Three will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing process.


5) Training

1. As a condition of employment, new agents will complete training prior to performing job their functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”).
3. Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually.
4. A minimum of four (4) hours of training may be from the Responsible Vendor Training Program.
5. Any additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.
6. Any training not specific to Responsible Vendor Training may be conducted in-house by Tower Three, a Tower Three third-party vendor or any basic on the job training by Tower Three, may be counted toward the eight (8) hour total training requirements.

Training will include, at minimum:

- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and Tracking Systems
- Quality Assurance

6) Estimated Staffing Levels

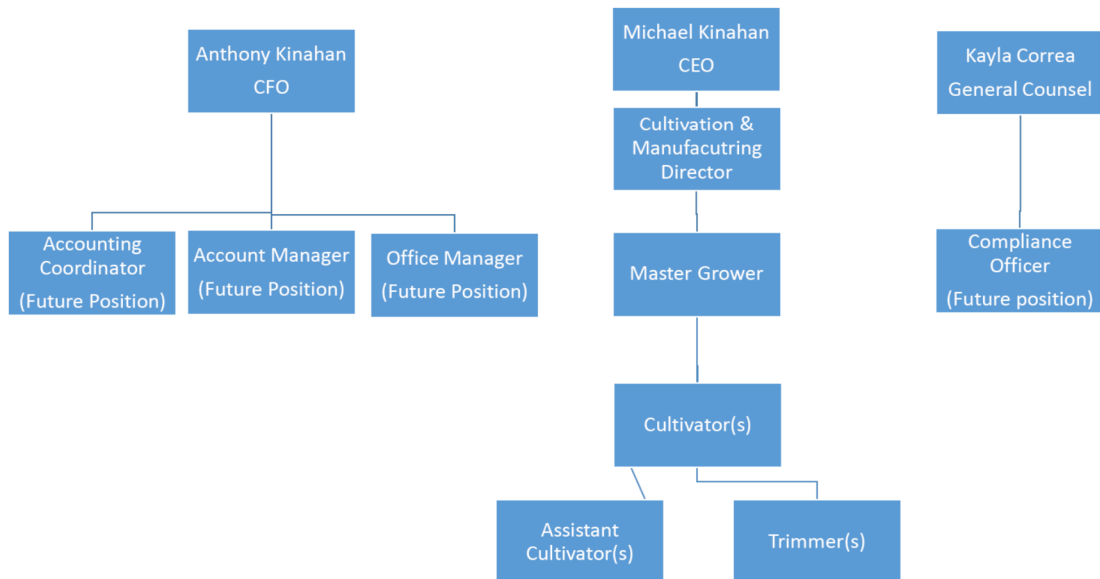
	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Staffing Plan, Business Hours, and Hiring Plans
	Revision Number	Revision Date	Page
			4

1. Agents will be on-site, with the number of agents on duty varying according to operational needs.
2. Agents will be dedicated to filling orders and ensuring products are properly labeled pursuant to Tower Three’s labeling requirements.

7) Organizational Structure


1. Tower Three encourages employee development and empowerment.
2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The manager of the assigned department is responsible for the oversight of the agents.
4. The Chief Executive Officer oversees staff assigned to the Cultivation & Manufacturing departments.
5. The Chief Executive Officer will oversee the operation as a whole.

TOWER THREE, LLC – MCN281652 – Taunton, MA



8) Staffing Records

Personnel Records at a minimum will include:

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Staffing Plan, Business Hours, and Hiring Plans	
	Revision Number	Revision Date	Page
			5

- 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 Tower Three 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.

9) Hours of Operation and After Hours Contact


1. Tower Three will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000.
2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

9.1 Hours of Operation

Monday – Saturday: 7am – 8pm
Sunday: 8am – 5pm

9.2 After-Hours Contact Information

Michael Kinahan
(508) 510-1762
michael@towerthreellc.com

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Staffing Plan, Business Hours, and Hiring Plans	
	Revision Number	Revision Date	Page
			6


Anthony Kinahan
(508) 577-2648
anthony@towerthreeinc.com

3. Tower Three will update the after-hours contact information and business hours in accordance with 935 CMR 500.000.

10) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed recordkeeping policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:


Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			2

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002.


Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			3

3) Responsibilities:

This SOP applies to all recordkeeping in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Tower Three has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Tower Three documents. Records will be stored at Tower Three in the Management Office. All written records will be available for inspection by the Commission upon request. Tower Three records are only accessible by the Executive Office Managers as necessary as well as Commission staff.


To ensure that Tower Three 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 Tower Three's quarter-end closing procedures. In addition, Tower Three's operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

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
- Commission Requirements:
 - Annual Agent Registration for the first year and Tri-annual thereafter
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Recordkeeping Policy	
	Revision Number	Revision Date	Page
			4

- Site Plan Approvals
- As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

4.2 Business Records


Records that 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 agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Tower Three;
- List of all executives of Tower Three, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Botanist agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Tower Three 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

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			5

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;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

5) Marijuana and Other Records

5.1 Handling and Testing Records


1. Tower Three will maintain the results of all testing for a minimum of one (1) year.

5.2 Inventory Records

1. 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.
2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

1. Tower Three will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. Tower Three's Tracking System, Roshi Solutions, Inc., will integrate with the Metrc system and update records in real-time.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Recordkeeping Policy	
	Revision Number	Revision Date	Page
			6

5.4 Incident Reporting Records

1. Within ten (10) calendar days, Tower Three will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.
2. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Tower Three for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

5.5 Visitor Records


1. A visitor sign-in and sign-out record will be maintained in the entrance lobby.
2. The record will include the visitor's name, address, organization or firm, date, time-in and time-out, and the name of the authorized agent who will be escorting the visitor.
3. The visitor log will be audited daily by the Management team.

5.6 Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, Tower Three will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Tower Three agents present during the disposal or handling, with their signatures.
2. Tower Three will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5.7 Security Records

1. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			7

5.8 Transportation Records

1. Tower Three will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

1. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training 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).

6) Closure

1. In the event Tower Three closes, all records will be kept for at least 2 years at Tower Three's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, Tower Three will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

7) Vendor Sample Recordkeeping


1. All Vendor Samples provided by Tower Three will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and shall further be designated as "Vendor Sample".

8) Quality Control Sample Recordkeeping


1. All Quality Control Samples will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

9) Written Operating Policies and Procedures

Policies and Procedures related to Tower Three's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			8

1. Security measures in compliance with 935 CMR 500.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000;
4. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of Marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
6. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
7. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
8. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
9. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
10. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
11. Alcohol, smoke, and drug-free workplace policies;
12. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
13. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 - a) Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c) 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 any Other Jurisdiction
14. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
15. Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
16. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
17. Policies and procedures for energy efficiency and conservation that shall include:

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			9


- a) Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - b) Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - d) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
18. Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby:
- a) Each employer must furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
 - b) Each employer must comply with occupational safety and health standards promulgated under this act. Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

10) Record Retention

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

11) Inventory and Transfer

1. Tower Three will enter all Products into Metrc and accurately report the physical location of the Products within the same business day.
2. Tower Three may Transfer product to an MTC; and an MTC may Transfer product to a Tower Three as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3.
3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 500.140(15): *Patient Supply*.


	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Recordkeeping Policy
	Revision Number	Revision Date	Page
			10

4. To ensure transfers are compliant, prior to such transfer the Chief Executive Officer will review inventory records and the proposed products for transfer.
5. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. As referenced above, test results will be reviewed for products being received at the facility prior to transfer.
7. It is the responsibility of the Chief Executive Officer to ensure Products are properly entered at each phase and continuously audited to ensure accuracy.
8. Package tags will be attached to all Finished Marijuana and Marijuana Products.
9. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

12) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:


Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			2

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.


Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

4) Alcohol, Smoke, and Drug-Free Workplace


1. Tower Three believes in a drug-free, healthy, and safe workplace.
2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			3

5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent’s performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. Tower Three will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs.

5) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Tower Three and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. 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;
 - e. A copy of the application that Tower Three submitted to the Commission on behalf of any prospective Tower Three agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for Tower Three Agents;
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			4

comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.

- k. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- 3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
 - a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. and reviewed by General Counsel;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from Tower Three to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;
 - f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
 - g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

6) Key Staff


In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer: Michael Kinahan (508) 510-1762
 Chief Financial Officer: Anthony Kinahan (508) 577-2648

7) Board Members and Executives

President and Director – Michael Kinahan
 Treasurer, CFO and Director – Anthony Kinahan
 Secretary and Director – Kayla Correa
 Member – Hang Nina Nguyen

8) External Agencies / Departments

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			5

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Taunton Fire Department:	508-824-4024
Taunton Health Department:	508-821-1400
Taunton Police Department:	508-824-7522
Taunton City/Town Hall:	508-821-1000


9) Agent and Physical Risk Reduction Measures

1. Drug tests and random screening for all agents in accordance with Massachusetts law;
2. Agents suspected of diversion will be reported to local law enforcement authorities; and

10) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for Tower Three will undergo a detailed background investigation prior to being granted access to Tower Three or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Concealed weapon permits;
 - d. DEA controlled substance registrations;
 - e. Professional licenses;
 - f. Driver's license information;
 - g. Docket search of state and federal criminal & civil actions;
 - h. Credit check;
 - i. Bankruptcies, liens & judgments; and
 - j. Healthcare licenses & sanctions.
3. References provided by the agent will be verified at the time of hire.
4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Tower Three or the Commission.

11) Agent Training

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			6

1. Tower Three will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program under 935 CMR 500.105(2)(b).
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.


11.1 Specific Training Requirements

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

1. New hire orientation
 - a. Overview of Tower Three and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all Tower Three agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including Tower Three's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

12) Responsible Vendor Training

1. All current owners, managers and employees of Tower Three that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. Tower Three Agents must first take the Basic Core Curriculum.
3. On completing the Basic Core Curriculum, a Tower Three Agent is eligible to take the Advanced Core Curriculum.
4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take a "Responsible Vendor"

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Personnel Policies and Procedures	
	Revision Number	Revision Date	Page
			7

Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.

6. Tower Three will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

13) Job Descriptions

13.1 Director of Cultivation/Master Grower


The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

13.2 Cultivation Manager

The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Personnel Policies and Procedures	
	Revision Number	Revision Date	Page
			8

13.3 Cultivation Technician

Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).


13.8 Trim Technician

Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Cultivation Manager and are responsible for:

- Receiving daily tasks from the Cultivation Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

14) Confidentiality

1. Information held by Tower Three is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. Tower Three agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. Hybrid Payroll's system harbors the technology required to abide with regulatory standards and prevent theft.
5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			9

6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

Tower Three will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined 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. Tower Three will immediately disclose the information to the Commission;
2. 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.

Tower Three complies with [830 CMR 62C.25.1: Record Retention](#) and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

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

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


15) Whistleblower Policy

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			10


1. It is Tower Three’s intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. Tower Three, therefore, encourages staff to report any reasonable belief that a legal violation or breach of Tower Three policies have potentially occurred due to any practice or activity by Tower Three or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a Tower Three agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes Tower Three’s assets or agents, he/she should immediately report the incident to the CFO or the CEO.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable Tower Three to investigate the matter.
5. Tower Three will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will Tower Three tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The CFO will lead the investigation, with assistance from the CEO and the agent’s manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, Tower Three will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The CEO will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent’s employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the CFO.

16) Code of Business Conduct and Ethics

1. Tower Three expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others’ feelings and needs.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Personnel Policies and Procedures	
	Revision Number	Revision Date	Page
			11

3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the “at will” nature of the employment, Tower Three may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with Tower Three;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of Tower Three, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;
 - j. Abusing, defacing or destroying Tower Three property;
 - k. Excessive tardiness and/or absenteeism;
 - l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning Tower Three or any of its employees, vendors or customers;
 - m. Performance of duties that, as determined by such employee’s supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to Tower Three or its customers;
 - n. Exceeding one’s authority;
 - o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
 - p. Committing any act which (a) shocks, insults or offends the community; (b) brings Tower Three or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon Tower Three or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of Tower Three.
 - q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
 - r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			12


- s. Making unauthorized representations or claims about Company’s products or unlawful medical claims about Company’s products.

16.1 Competition

1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, Tower Three Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
2. This includes the principle that the interests of Tower Three must be kept strictly separate from the personal interests of employees involved in all business matters.
3. In particular, Tower Three stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

16.2 Corruption and the Acceptance of Benefits


1. Tower Three Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. Tower Three Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Personnel Policies and Procedures	
	Revision Number	Revision Date	Page
			13

4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. Tower Three employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.
7. Tower Three does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

16.3 Conflicts of Interest


1. As part of their work, Tower Three Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of Tower Three.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, Tower Three will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with Tower Three, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			14

4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - c. A Close Associate;
 - d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
 - e. A Person or entity appointed as a receiver.
5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

17) Americans with Disabilities Act (ADA)


1. Tower Three is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. Tower Three Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			15

5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. Tower Three is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
9. This policy is neither exhaustive nor exclusive.
10. Tower Three is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

18) Dismissal of Marijuana Establishment Agents

1. Tower Three asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Tower Three reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Tower Three's group health plan at their own expense for at least eighteen (18) months.
6. Tower Three will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Tower Three will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Tower Three's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	11/18/21		Personnel Policies and Procedures
	Revision Number	Revision Date	Page
			16


19) Exit Interview

1. Agents who resign from Tower Three are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Tower Three and to gather suggestions for how Tower Three can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Tower Three and agents.
4. As a result, Tower Three does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

20) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed quality control and testing policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:


- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

Independent Testing Laboratory means a laboratory that is licensed or registered by the Commission and is:

- a. Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
- b. Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			2

International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;

c. Independent financially from any MTC Marijuana Establishment or Licensee; and

d. Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).


Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all quality control and testing in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.


Tower Three will comply with the following sanitary requirements:

1. Any Tower Three agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers, specified in 105 CMR 300.000.
2. Any Tower Three agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Tower Three's hand-washing facilities are adequate and convenient and are furnished with running water at a suitable temperature. Hand-washing facilities are located in Tower Three's production areas and where good sanitary practices require employees to wash and sanitize their hands and provides effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are located in all bathrooms, water room and laundry area.
4. Tower Three's facility has sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			3

5. Tower Three ensures that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal are maintained in an adequate manner.
6. Tower Three's floors, walls, and ceilings were constructed in such a manner that they may be adequately kept clean and in good repair.
7. Tower Three's facility has adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
8. Tower Three's buildings, fixtures, and other physical facilities are maintained in a sanitary condition.
9. Tower Three ensures that all contact surfaces, including utensils and equipment, are maintained in a clean and sanitary condition. Such surfaces are cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.
10. All toxic items are identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items are not stored in an area containing products used in the cultivation of Marijuana. The Commission may require Tower Three to demonstrate the intended and actual use of any toxic items found on the premises.
11. Tower Three ensures that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Tower Three's needs.
12. Tower Three's plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from Tower Three. There will be no cross-connections between the potable and wastewater lines.
13. Tower Three provides its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
14. Tower Three holds all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms.
15. Tower Three stores and transports finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. Tower Three ensures that Tower Three's facility is always maintained in a sanitary fashion and complies with all applicable sanitary requirements.


4) Recalls

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			4

1. Tower Three follows established policies and procedures for handling voluntary and mandatory recalls of marijuana products.
2. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Tower Three to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
3. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5) Testing of Finished Marijuana Products

1. Tower Three will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed.
2. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required pursuant to 935 CMR 500.160.
3. Testing of Tower Three’s marijuana products will be performed by CDX Analytics, an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products (“Protocol”).
4. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements.
5. Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
6. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile.
7. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile.
8. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			5

9. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile.
10. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.
11. The sale of seeds is not subject to these testing provisions.
12. Clones are subject to these testing provisions but are exempt from testing for metals.
13. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).


6) Responding to Test Results

Tower Three will respond to a laboratory result that indicates contaminant levels are above acceptable limits as established in the Protocol by:

1. Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.
2. Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
3. The notification will be from both Tower Three and the Independent Testing Laboratory, separately and directly.
4. The notification from Tower Three will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

7) Remediation

1. If Tower Three that receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, Tower Three will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
2. Reanalysis by a Second ITL. If Tower Three chooses to reanalyze the sample, a sample from the same batch must be submitted for reanalysis at the ITL that provided the original failed result.
 - a. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested must be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test.
 - b. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			6


- c. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Tower Three will dispose of any such product.
3. Remediation. If Tower Three chooses to remediate, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test.
4. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times.
5. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees.
6. Tower Three will dispose of any such product.
7. If Tower Three chooses to dispose of the Marijuana or Marijuana Products, it will be done so in compliance with 935 CMR 500.105(12): *Waste Disposal*.

8) Testing Environmental Media

1. Testing of Tower Three’s environmental media will be performed in compliance with any and all requisite regulatory protocols including the Protocol for Sampling and Analysis of Environmental Media for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.
2. Tower Three will test water samples prior to use for cultivation and quarterly thereafter as required.
3. Solid growing media will be tested prior to use and each time a new source is used.
4. Cultivation soil/solids – in place soils (i.e., ground, beds, containers) will be tested annually.
5. Cultivation soil/solids – amended soils will be tested during quarter, when soil amended, and annually thereafter.

9) Testing Records and Expiration

1. Tower Three will maintain the results of all testing for no less than one year.
2. Test results will be kept in the Management Office.
3. The Director of Cultivation will be responsible for reviewing all marijuana and marijuana product test results prior to wholesale.
4. Testing results shall be valid for a period of one year.
5. Marijuana or Marijuana Products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Quality Control and Testing Policy	
	Revision Number	Revision Date	Page
			7


10) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.](#)

[Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries](#)

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Maintaining of Financial Records	
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed financial recordkeeping policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:


Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Maintaining of Financial Records
	Revision Number	Revision Date	Page
			2

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002.


Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Maintaining of Financial Records
	Revision Number	Revision Date	Page
			3

3) Responsibilities:

This SOP applies to all recordkeeping in the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Tower Three has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Tower Three documents. Records will be stored at Tower Three in the Management Office. All written records will be available for inspection by the Commission upon request. Tower Three records are only accessible by the Executive Office Managers as necessary as well as Commission staff.

To ensure that Tower Three 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 Tower Three's quarter-end closing procedures. In addition, Tower Three's operating procedures will be updated on an ongoing basis as needed.


Tower Three is working with a certified CPA to assist with all financial recordkeeping.

4) Financial Recordkeeping

4.1 Corporate Records

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
- Commission Requirements:
 - Annual Agent Registration for the first year and Tri-annual thereafter
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Maintaining of Financial Records	
	Revision Number	Revision Date	Page
			4

- Special Permits
- Variances
- Site Plan Approvals
- As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

4.2 Business Records

Records that 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 agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Tower Three;
- List of all executives of Tower Three, and members, if any, which must be made available upon request by any individual.

5) Closure

1. In the event Tower Three closes, all records will be kept for at least 2 years at Tower Three's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, Tower Three will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

6) Record Retention


1. Tower Three will meet retain all financial records for as long as legally required by the Commonwealth of Massachusetts.

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Maintaining of Financial Records
	Revision Number	Revision Date	Page
			5

7) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

	Standard Operating Procedures Compliance Department		
	Date		SOP
	06/20/22		Restricting Access to Age 21 and Older
	Revision Number	Revision Date	Page
			1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed advertising policies and procedures to restrict access to persons age 21 or older.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:


- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all advertising produced by or on behalf of the Marijuana Establishment. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	06/20/22	Restricting Access to Age 21 and Older	
	Revision Number	Revision Date	Page
			2


3.1 Entrance to Facility

- a. Pursuant to 935 CMR 500.050(5)(b), Tower Three will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo ID.
- b. Pursuant to 935 CMR 500.002, all visitors to Tower Three’s Marijuana Establishment must be 21 years of age or older.
- c. Upon entry into the premises of the marijuana establishment by an individual, a Tower Three agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

4) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)
[Frequently Asked Questions About Advertising](#)

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Diversity Plan	
	Revision Number	Revision Date	Page
	4	08/28/22	1

1) Purpose:

Tower Three, LLC (“Tower Three”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed a diversity plan in accordance with 935 CMR 500.

2) Definitions:

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

3) Statement of Purpose:

Tower Three understands, acknowledges, and intends to implement strategies that will promote the value of diversity and inclusion in the facility. The goal of Tower Three is to include persons of all races, ethnicities and backgrounds.


4) Responsibilities:

This SOP applies to the Diversity Plan for Tower Three. Tower Three management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Tower Three, LLC (“Tower Three”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous People;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+ individuals.

To support such populations, Tower Three has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Tower Three’s operations.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Diversity Plan	
	Revision Number	Revision Date	Page
	4	08/28/22	2

5) Goals

In order for Tower Three to promote equity in its operations, Tower Three has established the following goals¹:

1. To ensure that at least 5% of all staff are People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous People;
2. To ensure that at least 5% of all staff are Women;
3. To ensure that at least 5% of all staff are Veterans;
4. To ensure that at least 5% of all staff are People with disabilities; and
5. To ensure that at least 5% of all staff are LGBTQ+ individuals.


In addition to internal hiring metrics, Tower Three intends to collaborate with a minimum of 5% of social equity Marijuana Establishments. This includes but is not limited to sales to minority owned Marijuana Establishments, sales from minority owned Marijuana Establishments, or creating products and collaborating with minority owned Marijuana Establishments.

6) Programs

Tower Three has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- Target recruiting efforts towards candidates with diverse backgrounds through annual advertisements in publications and websites that are utilized by the above-listed demographics, such as Professional Diversity Network, Diversity Jobs, and Indeed.com. Tower Three will also attend at least one (1) local job fair annually and post job opportunities on community job boards and newspapers as determined by Tower Three's hiring needs.
- Utilize the Supplier Diversity Office's Directory of Certified Businesses to identify Minority-owned or Veteran-owned businesses and send requests for proposals to those business when purchasing materials or services. The frequency with which Tower Three will send such requests for proposals will depend on Tower Three's supply levels and service needs, but Tower Three anticipates sending such requests at least once annually.

¹ The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Tower Three's efforts for hiring a diverse workforce; however, Tower Three is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

	Standard Operating Procedures Compliance Department		
	Date	SOP	
	11/18/21	Diversity Plan	
	Revision Number	Revision Date	Page
	4	08/28/22	3

7) Measurements

The Director of Finance and Administration will administer the Plan and will be responsible for developing measurable outcomes to ensure Tower Three continues to meet its commitments. Such measurable outcomes, in accordance with Tower Three’s goals and programs described above, include:

- Tower Three will document the number and placement of job opportunities advertised in publications, community job boards and websites, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these advertisements, based upon self-identification of such individuals;
- Tower Three will document the number of local job fairs attended, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these local job fairs, based upon self-identification of such individuals;
- Tower Three will count the total number of individuals hired who self-identify as People of Color, Women, Veterans, People with Disabilities; and LGBTQ+. This number will be assessed from the total number of hired employees to ensure that at least 5% of all staff identify as each demographic;

Tower Three will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon yearly license renewal. Tower Three is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

8) Acknowledgements

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

9) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)