



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1344
Original Issued Date: 07/10/2025
Issued Date: 07/10/2025
Expiration Date: 07/10/2026

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number: PMD6116

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Uproot LLC

Phone Number: 774-420-2131
Email Address: dave@uprootcannabis.com

Business Address 1: 41 Fremont St
Business City: Worcester
Business State: MA
Business Zip Code: 01603
Mailing Address 1: 41 Fremont St
Mailing City: Worcester
Mailing State: MA
Mailing Zip Code: 01603

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304812

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
First Name: Khue
Gender: Female
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Percentage Of Control: 51
Other Role:
Middle Name:
Last Name: Nguyen
Suffix:
User Defined Gender:

Person with Direct or Indirect Authority 2

Date generated: 08/05/2025

Percentage Of Ownership: 34.43

Percentage Of Control: 34.43

Role: Owner / Partner

Other Role: Manager

First Name: David

Middle Name:

Last Name: Aiello

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:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: David

Last Name: Aiello

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$20000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: David

Last Name: Aiello

Suffix:

Marijuana Establishment Name: Uproot LLC

Business Type: Marijuana Microbusiness

Marijuana Establishment City: Worcester

Marijuana Establishment State: MA

Individual 2

First Name: Khue

Last Name: Nguyen

Suffix:

Marijuana Establishment Name: Uproot LLC

Business Type: Marijuana Microbusiness

Marijuana Establishment City: Worcester

Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 41 Fremont St

Establishment Address 2:

Establishment City: Worcester

Establishment Zip Code: 01603

Approximate square footage of the establishment: 1500

How many abutters does this property have?: 38

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	Compressed Fully Executed Host Community Agreement - Uproot, LLC..pdf	pdf	67ae5705ac5cea389e7fea4d	02/13/2025
Plan to Remain Compliant with Local Zoning	Plan to remain Compliant with local zoning.pdf	pdf	67cd32e4dc92c5a698f72376	03/09/2025

Community Outreach Meeting Documentation	Community Outreach Documentation Complete New.pdf	pdf	67cd51c3dc92c5a698f72745	03/09/2025
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Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	plan for positive impact updated.pdf	pdf	67cd5496541e85345e253fb0	03/09/2025

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role: Manager
First Name: David Last Name: Aiello Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	COGS - DUI.pdf	pdf	679ca38faa85921185a2961d	01/31/2025
Secretary of Commonwealth - Certificate of Good Standing	COGS SOS 2_4_25.pdf	pdf	67a30c59aa85921185a6df12	02/05/2025
Department of Revenue - Certificate of Good standing	COGS DOR.pdf	pdf	67a3a8efaa85921185a78e39	02/05/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Operating Agreement v8_Redacted.pdf	pdf	679ca3f8aa85921185a2964e	01/31/2025
Articles of Organization	25030178750.pdf	pdf	67d20aa7541e85345e297ecf	03/12/2025

Massachusetts Business Identification Number: 001325292

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan_2.pdf	pdf	67502301b92cff00089966c3	12/04/2024
Plan for Liability Insurance	plan for obtaining liability 2024.pdf	pdf	67502345b92cff00089966f4	12/04/2024
Operating Agreement or Articles of Incorporation	Operating Agreement v8_Redacted.pdf	pdf	679ca41daa85921185a29688	01/31/2025
Plan for Liability Insurance	Insurance Policy.pdf	pdf	679ca48aaa85921185a296a8	01/31/2025
Capitalization Table	cap table.pdf	pdf	67a30e1507039dd28607abd5	02/05/2025
Proposed Timeline	uproot proposed timeline.pdf	pdf	67d33eb1dc92c5a698fc71eb	03/13/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Diversion plan.pdf	pdf	6754ce2ed232f700087c5dec	12/07/2024
Storage of marijuana	Storage Policy.pdf	pdf	6754ce3ad232f700087c5e00	12/07/2024
Transportation of marijuana	transportation plan.pdf	pdf	6754ce45d232f700087c5e14	12/07/2024
Inventory procedures	inventory plan.pdf	pdf	6754ce50d232f700087c5e28	12/07/2024
Quality control and testing procedures	quality control policies.pdf	pdf	6754ce7cd232f700087c5e56	12/07/2024
Personnel policies	Personnel policies.pdf	pdf	6754ce86d232f700087c5e6a	12/07/2024
Record-keeping procedures	record keeping policies.pdf	pdf	6754ce98d232f700087c5e98	12/07/2024
Maintenance of financial records	financial records procedures.pdf	pdf	6754ceacd232f700087c5eac	12/07/2024
Qualifications and training	Employee training and qualifications.pdf	pdf	6754cebad232f700087c5ec3	12/07/2024
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	6754cec2d232f700087c5ed7	12/07/2024
A plan to obtain marijuana and marijuana products	Plan to obtain marijuana.pdf	pdf	6754cec9d232f700087c5eeb	12/07/2024
Security plan	Security Plan.pdf	pdf	6784c8046bb92815d08e9e3b	01/13/2025
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Procedures.pdf	pdf	6784c81f6bb92815d08e9e5c	01/13/2025
Dispensing procedures	Dispensing Procedures.pdf	pdf	6784c8476bb92815d08e9e83	01/13/2025
A detailed plan for White Labeling	white labeling plan.pdf	pdf	6784c8596bb92815d08e9ea4	01/13/2025
Diversity plan	diversity plan Uproot V2 2025.pdf	pdf	6814393cd4f381fcf14c3801	05/01/2025

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 11:00 AM	Monday To: 9:00 PM
Tuesday From: 11:00 AM	Tuesday To: 9:00 PM
Wednesday From: 11:00 AM	Wednesday To: 9:00 PM
Thursday From: 11:00 AM	Thursday To: 9:00 PM
Friday From: 11:00 AM	Friday To: 9:00 PM
Saturday From: 12:00 PM	Saturday To: 7:00 PM
Sunday From: 12:00 PM	Sunday To: 7:00 PM

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER
Record 1

Owner First Name: David		Owner Last Name: Garipey		Owner Suffix:	
Provider Legal Name: Delivery Operator Technologies LLC				Provider DBA:	
Provider Description: All-in-one POS					
Provider Phone: 774-473-9619		Provider Email: support@deliveryoperator.com		Provider Website:	
Provider Address 1: 168 Collins Ave				Provider Address 2:	
Provider City: Swansea		Provider State: MA		Provider Zip Code: 02777 Provider Country: United States	
Provider Mailing Address 1: 168 Collins Ave				Provider Mailing Address 2:	
Provider Mailing City: Swansea		Provider Mailing State: MA		Provider Mailing Zip Code: 02777 Provider Mailing Country: United States	

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION
Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	delivery operator software agreement 2025.pdf	pdf	67a306c3aa85921185a6dc08	02/05/2025

Plan to remain Compliant with Local Zoning Uproot LLC

Uproot will remain compliant at all times with the local zoning requirements set forth in The most recent Worcester Zoning Bylaws. In accordance with Worcester Zoning Bylaws, Uproot's proposed Marijuana Delivery Establishment is located in the Industrial District designated for Marijuana Establishments in compliance with 935 CMR 500.110(3), and the company is currently operational at the location under its microbusiness license with a delivery endorsement.

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. Uproot will apply for any other local permits that may be required to continue operating a Marijuana Delivery Establishment at the proposed location.

Uproot has already attended several meetings with various municipal officials and boards to discuss Uproot's plans for a proposed Marijuana Delivery Establishment and has executed a Host Community Agreement with Worcester to operate a microbusiness with a delivery endorsement as well as a delivery operator license at the location. Uproot will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Uproot's Marijuana Delivery Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. Uproot has also retained the law firm Savage Law Partners to assist with ongoing compliance with local zoning requirements.

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): **3/8/25**
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:

Uproot LLC

Name of applicant's authorized representative:

David Aiello

Signature of applicant's authorized representative:

David Aiello



COMMUNITY OUTREACH MEETING

Notice is hereby given that the Community Outreach Meeting for a proposed Marijuana Delivery Operator has been scheduled for Saturday, March 8, 2025 at 5:00 PM at 41 Fremont St, Worcester, MA 01603. The proposed Marijuana business is operated by Uproot, LLC, and anticipated to be located at 41 Fremont Street Worcester, MA 01603. There will be an opportunity for the public to ask questions.

February 22 2025

LNEO0244410

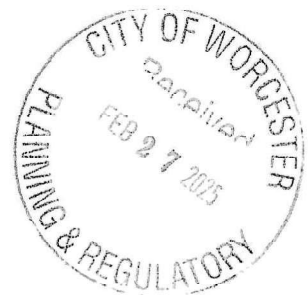
Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Delivery Operator has been scheduled for Saturday, March 8, 2025 at 5:00 PM at 41 Fremont St, Worcester, MA 01603. The proposed Marijuana business is operated by Uproot LLC, and anticipated to be located at 41 Fremont Street Worcester, MA 01603. There will be an opportunity for the public to ask questions.

RECEIVED
WORCESTER CITY CLERK
2025 FEB 27 PM 4:03

Public Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Delivery Operator has been scheduled for Saturday, March 8, 2025 at 5:00 PM at 41 Fremont St. Worcester, MA 01603. The proposed Marijuana business is operated by Uproot LLC, and anticipated to be located at 41 Fremont Street Worcester, MA 01603. There will be an opportunity for the public to ask questions.



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A handwritten signature in black ink, appearing to read "Alex N.", followed by a long horizontal line extending to the right.

FEB 27 2025

ATTACHMENT C

Public Notice

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The City of
WORCESTER

Assessing Division
Samuel E. Konieczny, City Assessor
City Hall Room, 455 Main Street, Worcester, MA 01608
P | 508-799-1098 F | 508-799-1021
assessing@worcesterma.gov

REQUEST FOR MAPS AND/OR ABUTTERS' LISTS:

Please be advised that requested lists will typically be completed within ten (10) business days. Lists will be provided for a fee of \$20.00 per list, paid at the time of request. Please state the reason for the abutters' list and indicate if the subject parcel has shared ownership with an adjoining parcel, this will ensure the provided list meets the appropriate regulations. Two sets of mailing labels will be included when required.

Our email address is: Assessing@worcesterma.gov and our fax number is (508) 799-1021.

25 FEB 27 PM 4:44

Please contact our office with any questions.

☒ ABUTTER'S LIST LABELS ☒ Yes No ☒ SET 2 SETS
☐ MAP(S)

PROPERTY ADDRESS 41 Fremont St
Worcester, MA 01603

MBL No. 27-027-02-06

REASON: ☐ PLANNING
☐ ZONING
☐ LICENSE COMMISSION
☐ CONSERVATION COMMISSION
☐ HISTORICAL COMMISSION
☒ OTHER- Cannabis Notice

Footage for radius 300

CONTACT: NAME: David Aiello
ADDRESS: 41 Fremont St, Worcester MA, 01603
TELEPHONE: 401-699-8079

Eric D. Batista
CITY MANAGER



CITY OF WORCESTER
ADMINISTRATION & FINANCE

Timothy J. McGourthy
CHIEF FINANCIAL OFFICER

Samuel E. Konieczny
CITY ASSESSOR

CERTIFIED ABUTTERS LIST

A list of 'parties in interest' shall be attached to the application form and shall include the names and addresses. All such names and addresses shall be obtained from the most recent applicable tax list maintained by the City's Assessing Department. The Assessing Department certifies the list of names and addresses.

Total Count: 38

Parcel Address: **41 FREMONT ST**
Assessor's Map-Block-Lot(s): **WORCESTER, MA 01603**
27-027-02-06

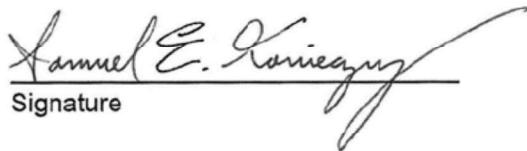
Owner: **MULLIAN FREMONT LLC**
Mailing Address: **41 FREMONT ST**
WORCESTER, MA 01603

Petitioner (if other than owner): **DAVID AIELLO**
41 FREMONT ST.
WORCESTER, MA 01603
401-699-8079

Planning:	Zoning:	Liquor License:	Conn. Comm.:
Historical:	Cannabis:	Other: CANNABIS NOTICE	
[REDACTED]	27-019-24+25	0041 FREMONT ST	WORCESTER, MA 01603
[REDACTED]	27-019-02+03	PO BOX 937	CENTER HARBOR, NH 03226
[REDACTED]	27-029-05+06	0015 ALPINE TRAIL	AUBURN, MA 01501
[REDACTED]	27-029-00009	0110 WEBSTER ST	WORCESTER, MA 01603-1916
[REDACTED]	27-027-00010	0083 DAVID HILL RD	PAXTON, MA 01612
[REDACTED]	27-029-00007	00100 WEBSTER STREET	WORCESTER, MA 01603
[REDACTED]	27-019-00006	0276 BURNCOAT ST	WORCESTER, MA 01606
[REDACTED]	27-019-00021	0008 DELAWARE ST	WORCESTER, MA 01603
[REDACTED]	27-021-00001	612 GROVE ST	WORCESTER, MA 01605
[REDACTED]	27-019-00026	0004 NEW YORK ST	WORCESTER, MA 01603
[REDACTED]	27-019-00016	0024 LOUISE ST	WORCESTER, MA 01607
[REDACTED]	08-033-00004	461 NOTT STREET	SCHENECTADY, NY 12308
[REDACTED]	27-026-0001A	69 WEBSTER COURT	WORCESTER, MA 01603
[REDACTED]	27-027-0000A	0016 JACQUES ST	WORCESTER, MA 01603
[REDACTED]	27-027-00009	0139 PRESCOT ST	WEST BOYLSTON, MA 01583
[REDACTED]	27-027-00012	0013 JACQUES ST	WORCESTER, MA 01603
[REDACTED]	27-027-02-06	0041 FREMONT ST	WORCESTER, MA 01603
[REDACTED]	27-019-00005	0002 NEW YORK ST	WORCESTER, MA 01603
[REDACTED]	27-019-00017	0005 NEW YORK ST	WORCESTER, MA 01603
[REDACTED]	27-019-00022	0006 DELAWARE ST	WORCESTER, MA 01603
[REDACTED]	27-027-00011	0083 DAVIS HILL RD	PAXTON, MA 01612
[REDACTED]	27-027-00007	0139 PRESCOTT ST	WEST BOYLSTON, MA 01583
[REDACTED]	27-027-00008	0095 WEBSTER ST	WORCESTER, MA 01603-1913

27-023-0005B	70-80 FREMONT ST	WORCESTER, MA 01603
27-032-0004A	6 JACQUES ST	WORCESTER, MA 01603
27-019-00007	0020 FREMONT ST	WORCESTER, MA 01603-2305
27-019-00028	96 SQUANTUM ST	WORCESTER, MA 01606
27-019-00004	0018 CHEYENNE RD	WORCESTER, MA 01606
27-027-00001	0007 LEDYARD RD	PAXTON, MA 01612
27-019-00020	0030 FREMONT ST	WORCESTER, MA 01603
27-019-00019	0026 FREMONT ST	WORCESTER, MA 01603
27-019-00015	0005 NEW YORK ST	WORCESTER, MA 01603
27-019-00018	0003 NEW YORK ST	WORCESTER, MA 01603
27-019-00023	0006 OLD LOWELL RD	WESTFORD, MA 01886
27-029-0000A	0014 MCCRAKEN RD	MILLBURY, MA 01527
27-023-00001	0060 FREMONT ST	WORCESTER, MA 01603
27-019-00001	119 WEBSTER ST	WORCESTER, MA 01603
RR-ROW-OCSXT	Tax Dept-C910 500 WATER ST	JACKSONVILLE, FL 32202-4423

This is to certify that the above is a list of abutters to Assessor's Map-Block-Lot(s) **27-027-02-06** as cited above.
 Certified by:


 Signature

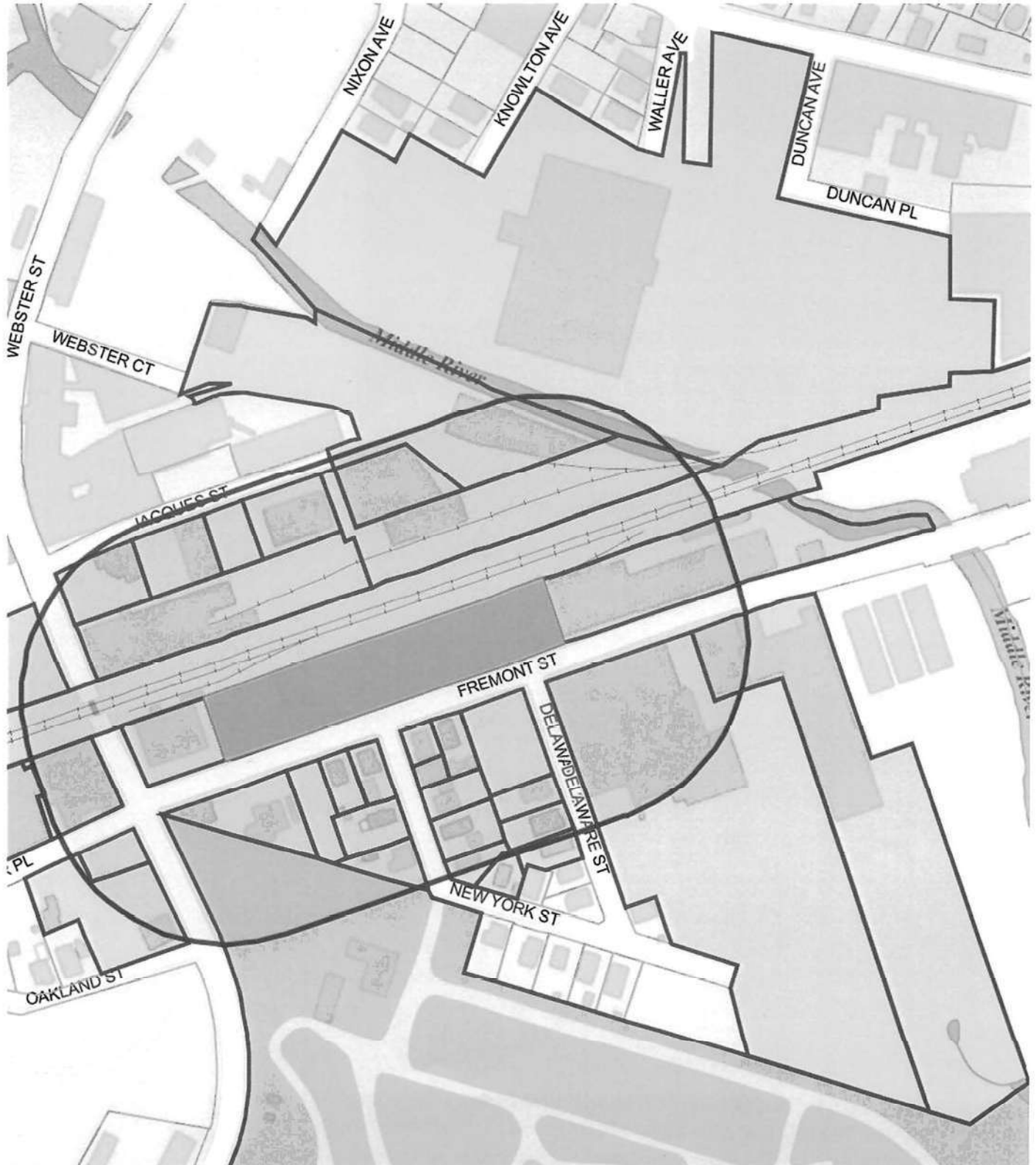
Date: FEB. 28, 2025



The City of
WORCESTER

Assessing Division
Samuel E. Konieczny, MAA, City Assessor
City Hall, 455 Main Street, Worcester, MA 01608
P | 508-799-1098 F | 508-799-1021
assessing@worcesterma.gov

ABUTTERS' MAP





Plan for Positive Impact

Uproot, LLC (the “**Company**”) is operating a Marijuana Establishment in Worcester, MA, an area that has been identified by the Commission as an area of disproportionate impact (the “**Target Areas**”). Accordingly, the Company intends to focus its efforts in Worcester and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions, specifically focusing on **Census Tracts 733000, 732700, 732400, 732302, 732001 and 731800**.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e., guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.**

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **the Worcester Telegram and Gazette**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post **weekly** notices at least **two (2) weeks** prior to

hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, *the Worcester Telegram and Gazette*, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

Educational sessions will be held *virtually via Zoom*, and will be open to up to *99 participants* plus one host.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

UPROOT LLC
SECOND AMENDED AND RESTATED OPERATING AGREEMENT

This Second Amended and Restated Limited Liability Company Operating Agreement (this “Agreement” or this “Operating Agreement”) of Uproot LLC, a Massachusetts limited liability company (f/k/a Magic Dragon LLC) (the “Company”), is made as of November 15, 2023, by and among the Company, the Persons identified on the signature page hereto as “Members” and each of the Persons identified on the signature page hereto as a “Manager” (and collectively, the “Board”).

1. DEFINITIONS

As used in this Operating Agreement, the following terms are to have the meaning as stated below:

1.1 “Act” shall mean the Massachusetts Limited Liability Company Act., MA Code Chapter 156C as amended and in force from time to time.

1.2 “Additional Member” shall mean any Person who, after the execution of this Operating Agreement or a Member Signature Page substantially in the form attached hereto as Exhibit A, is admitted to the LLC as a Member.

1.3 “Affiliate” means, with respect to any Member, Manager or employee of the LLC, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such Member’s, Manager’s or employee’s spouse. As used in the foregoing sentence, the term “control” means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.4 “Articles of Organization” or “Articles” mean the Articles of Organization of the Company filed with the Commonwealth of Massachusetts effective April 30, 2018, as amended from time to time.

1.5 “Board of Managers” shall mean the Managers whose rights, powers and authority are specified in the Board of Managers section.

1.6 “Cannabis Law” means Mass. General Laws Ch. 94H and its implementing regulations 935 CMR 501.000, *et seq.*, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, *et seq.*, and 935 CMR 502.000, *et seq.*; and all other applicable federal, state, and municipal laws, regulations, and other requirements specifically directed at cannabis activities.

1.7 “Capital Account” as of any given date shall mean the account calculated and maintained by the LLC for each Member as specified in Section 8.6 below.

1.8 “Capital Account Per Unit” shall mean the Capital Account for a Member divided by the number of Units held by the Member.

1.9 “Cause” shall mean (i) conduct (or a pattern of conduct) relating to the business or affairs of the LLC that amounts to gross negligence or willful misconduct or (ii) conviction of a crime involving fraud or dishonesty.

- 1.10 “Chairman” shall have the meaning set forth in Section 6.1 below.
- 1.11 “Class A Members” shall mean holders of Class A Units who shall have been admitted as Class A Members pursuant to the provisions of this Agreement.
- 1.12 “Class A Units” shall mean the Units of Class A interest as set forth on Exhibit B, as it may be amended from time to time, with the right to vote one (1) vote per Unit and with the other various rights and privileges set forth herein.
- 1.13 “Class B Members” shall mean holders of Class B Units who shall have been admitted as Class B Members pursuant to the provisions of this Agreement.
- 1.14 “Class B Units” shall mean the Units of Class B interest as set forth on Exhibit B, as it may be amended from time to time, with no voting rights, but with the other various rights and privileges set forth herein.
- 1.15 “Code” shall mean the Internal Revenue Code, viz., Title 26 of the United States Code.
- 1.16 “Executive Committee” shall have the meaning set forth in Section 6.14.2.
- 1.17 “LLC” means “Limited Liability Company” and “the LLC” or “the Company” means Uproot, LLC
- 1.18 “LLC Units” or “Units” means the two classes of ownership interests in the LLC designated “Class A Units” and “Class B Units”, respectively. All LLC Units shall have equal rights, except with respect to voting matters as specified in this Operating Agreement. For the avoidance of doubt, unless otherwise specified, references herein to “LLC Units” or “Units” shall mean both voting and non-voting LLC Units or Units, taken together.
- 1.19 “LLC Unit Percentage” means, with respect to a Member, the percentage derived from the following fraction: number of LLC Units held by such Member divided by the total number of LLC Units held by all Members (and, thereafter, multiplying said fraction by 100 to arrive at a percentage).
- 1.20 “Manager” shall mean a manager as defined in the Act.
- 1.21 “Member” shall mean each of the parties who executes a counterpart of this Agreement as a member of the LLC and each of the parties who may hereafter become an Additional Member or Substitute Member, so long as any such party continues to hold a Membership Interest.
- 1.22 “Membership Interest” shall mean the LLC Unit Percentage of a Member (or a Successor in Interest thereof).
- 1.23 “Officers” shall mean the persons who are appointed Officers by the Board of Managers in accordance with Officers section.
- 1.24 “Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.
- 1.25 “Profits Interest Units” means LLC Units or Units which have been identified as Profits Interests in the award agreement granting such Units to a holder thereof.

1.26 “Regulations” shall refer to all Treasury Regulations, viz., Title 26 of the Code of Treasury Regulations.

1.27 “State Law” means the laws of the Commonwealth of Massachusetts.

1.28 “Substitute Member” shall mean a Successor in Interest who is admitted to the LLC as a Member.

1.29 “Successor in Interest” shall mean a Person other than a Member who is an assignee, transferee, successor or legatee of, or who otherwise succeeds to an ownership interest in, all or any portion of a Member’s Membership Interest and who has not been admitted as a Substitute Member.

1.30 “Unreturned Capital” shall mean with respect to a Member the excess, if any, of (i) the aggregate capital contributions of such Member, over (ii) the aggregate distributions to such Member pursuant to Section 9.4 hereof.

2. GENERAL PROVISIONS

2.1 Formation. Articles of Organization have been filed with the appropriate State office. As authorized by the Members or Managers, the Members or Managers shall execute or cause to be executed all other instruments, certificates, notices and documents as may now or hereafter be required for the formation, valid existence and, when appropriate, termination of the LLC as a limited liability company under the laws of the Commonwealth of Massachusetts.

2.2 LLC Name. The name of the LLC is “Uproot LLC” or such other name or names as may be selected by the Members from time to time, and its business shall be carried on in such name with such variations and changes as the Members deem prudent.

2.3 Purpose of the LLC. The purpose of the LLC is to engage and manage cannabis industry activities, including holding and operating licensed facilities, to the extent lawful under the Cannabis Law, and all activities related thereto, and to engage in any lawful act or activity whatsoever for which a limited liability company may be organized under the Act.

2.4 Place of Business. The business address of the LLC shall be determined by the Board of Managers. The LLC may from time to time have such other place or places of business, within or without the Commonwealth of Massachusetts, as the Board of Managers may decide.

2.5 Registered Agent. The registered agent of the LLC shall be determined by the Board of Managers, which shall also possess the power to remove or replace a currently serving LLC registered agent.

2.6 Business Transactions of a Member with the LLC. A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a Person who is not a Member; provided, however, that such a transaction shall be on terms not less favorable to the Company than as would be generally available from an unaffiliated third party in an arms-length transaction, as determined by the

Board of Managers in its sole discretion with any conflicted parties recusing themselves from the discussion and abstaining in the vote.

2.7 Interested Party Transactions. Pursuant to Sections 2.6 or 5.6 hereof, as applicable, an otherwise valid contract between the LLC and a Member or Manager is valid notwithstanding the fact that the Member or Manager approves of the contract on behalf of the LLC if (i) all material facts as to the contract are disclosed to or known by the Board of Managers, (ii) the contract is approved by the Board of Managers or the Executive Committee as being in the best interests of the Company and the Members as a whole and (iii) any Members or Managers that are conflicted in the transaction recuse themselves from the discussion and abstain in the vote.

2.8 LLC Property. No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

2.9 No Term To Existence. The LLC's existence shall be deemed to have commenced on the date of the filing of the Articles of Organization with the appropriate state office and, thereafter, the LLC's existence shall be perpetual without term.

2.10 Accounting Period. The close of the LLC's year for financial statement and federal income tax purposes shall be as determined by the Board of Managers.

3. MEMBERS

3.1 No Person may become a Member unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or Mass. General Laws Ch. 94I and their implementing regulations 935 CMR 501.000, *et seq.*, as applicable; and (b) any Final License(s) for a Marijuana Establishment pursuant to Ch. 55 of the Acts of 2017, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, *et seq.*, and 935 CMR 502.000, *et seq.*, each as applicable to the Company's business.

3.2 Roster. The Company shall maintain a roster of the Members and the number and Class of Units and amounts or other property contributed to the initial capital of the Company (the "Capital Contribution"), as well as all additional Capital Contributions, of each. Those Persons holding Units, as reflected on the Company capitalization table attached hereto as Exhibit B, are all of the Members as of the date hereof. A record of the Members and the LLC Units and LLC Unit Percentage of the Members will be maintained by the LLC.

3.3 Admission of New Members. New Members may be admitted to the LLC by the approval of two-thirds of the Board of Managers.

3.4 No Liability of Members. All debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, including a debt, obligation or liability under a judgment, decree or order of a court, and no Member shall be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a

Member. This Section 3.3 does not prevent a Member, should he, she or it so choose, from separately agreeing to guaranty or otherwise become liable for a debt that is also one of the LLC.

3.5 Access to Books and Records of LLC. Each Member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each Member gaining access to the books and records of the LLC shall hold this information in confidence and use such information only for the furtherance of LLC business and interests or for making investment decisions regarding the Member's LLC interest. Upon withdrawal or departure of a Member, such Member shall deliver all LLC books and records in his, her or its possession to the Board of Managers or its designee.

3.6 Members Who Are Not Individuals. Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each other Member of the LLC that such Member: (a) is duly incorporated or formed (as the case may be), (b) is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and (c) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.7 Additional Terms Applicable to Profits Interest Units.

3.7.1 The Board of Managers may, in its sole discretion, issue Profits Interest Units to employees, consultants or advisors of the Company. The issuance of Profits Interest Units shall be made pursuant to this Operating Agreement, and such issuance may also be governed by the terms and conditions set forth in an award agreement or subscription agreement.

3.7.2 Each Profits Interest Unit is intended to be a "profits interest" within the meaning of IRS Revenue Procedures 93-27 and 2001-43 and is issued with the intention, but without the assurance, guarantee or liability on the part of the Company or any Member, that under current interpretations of the Code and Regulations the recipient will not recognize income upon the issuance or vesting of the Profits Interest Units and that neither the Company nor any Member is entitled to any deduction either immediately or through depreciation or amortization as a result of the issuance or vesting of such Profits Interest Units.

3.7.3 As a condition precedent to the receipt of Profits Interest Units and admission as a Member, each grantee of one or more Profits Interest Units shall: (i) execute and deliver a counterpart to this Operating Agreement; and (ii) make a timely protective election under Section 83(b) of the Code.

3.7.4 Holders of Profits Interest Units shall not be credited with any capital contribution.

3.7.5 Notwithstanding any provisions of this Agreement to the contrary, holders of Profits Interest Units may not transfer such Profits Interest Units for a period of two years from the date of grant.

3.7.6 On the date of grant of any Profits Interest Units, the Board of Managers shall establish the current value of each then-outstanding LLC Unit and such value shall be set forth in the award agreement with respect to the Profits Interest Units. Unless otherwise determined by the Board of Managers, the current value of each outstanding Unit shall be equal to the per-Unit amount that would be available to distribute to the Company's Members in a hypothetical transaction in which the Company sold all of its assets for fair market value and distributed the proceeds therefrom in liquidation

of the Company pursuant to Section 11.2 of this Operating Agreement (as determined immediately prior to the issuance of the Profits Interest Units). It is intended that the current value with respect to each grant of a Profits Interest Unit hereunder shall be established in such a manner that the amount distributed to the grantee with respect to each grant of a Profits Interest Unit hereunder, in a hypothetical liquidation of the Company as of the date of grant thereof, would be equal to \$0.00.

4. ACTIONS BY THE MEMBERS; MEETINGS; QUORUM.

4.1 Annual Meeting. The annual meeting of Members shall be called by the Chairman or by resolution of the Board of Managers for the purpose of electing Managers and transacting such other business as may properly come before the meeting.

4.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the Secretary at the request of (a) a majority of the Managers or (b) any Member or combination of Members holding a majority of the Units entitled to vote. At a special meeting, any business of the Members may be transacted, but only as stated in the notice of the meeting.

4.3 Place of Meetings. The Board of Managers may designate any place within or outside of the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the LLC.

4.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting no fewer than ten (10) nor more than sixty (60) days before the day of the meeting, by either personal delivery, facsimile machine, electronic mail or U.S. mail, as determined by the Board of Managers or the Person(s) calling the meeting.

4.5 Meeting of All Members. If all the Members entitled to vote shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts, and consent is given to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such a meeting any lawful action may be taken.

4.6 Record Date. For the purpose of determining Members entitled to receive notice of any meeting of Members or any adjournment thereof, to vote at any such Meeting or to receive payment of any distribution—or for the purpose of determining Members for any other reason—the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution or taking such other action is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.6, such determination shall apply to any adjournment thereof.

4.7 Quorum; Manner of Acting. Members holding at least a majority of all Units entitled to vote at a meeting of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. At any duly noticed meeting at which a quorum is present, the affirmative vote of the majority of all Units present and entitled to vote shall constitute the act of the Members unless a greater number is required herein or by law. In the absence of a quorum at any meeting of the Members, those voting a majority of the Units present and entitled to vote at such meeting may adjourn

the meeting from time to time for a period not to exceed sixty (60) days without further notice other than the announcement at the meeting of the new date, time, and place. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

4.8 Proxies. At all meetings of Members, a Member may vote such Member's Units entitled to be voted in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

4.9 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by Members holding more than fifty percent (50%) of the Units entitled to vote and such consent or consents are filed with the minutes of the proceedings of the Members. Action taken under this Section 4.9 becomes effective when Members holding more than fifty percent (50%) of the Units entitled to vote have signed the consent or consents, unless the consent or consents specify a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

4.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whenever signed, shall be equivalent to the giving of such notice.

4.11 Voting Rights of Members. Except as otherwise provided herein or as required by law, each Member shall be entitled to vote based on the number of voting Units held by such Member (at a rate of one vote per voting Unit) immediately after the close of business on the record date fixed for any meeting of Members or action by written consent without a meeting, as provided in this Article 4. The holders of nonvoting Units shall not have the right to vote such nonvoting Units except as may be otherwise expressly required by law.

4.12 Investment Representation. Each Member represents to the Company and the other Members that (i) such Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of an investment in the company and making an informed investment decision with respect thereto, (ii) such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that such Member has no right to withdraw and have its interest repurchased by the Company, (iii) such Member is acquiring an interest in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (iv) such Member understands that the equity interests in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with and (v) if such Member is an entity, the execution, delivery and performance of this Agreement do not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its organizational documents, including

without limitation its charter, by-laws or other governing documents (if applicable), or any agreement or instrument to which it is a party or by which it is bound.

5. CLASSES OF MANAGERS, GENERAL POWERS

5.1 General Powers of Board of the Managers. All powers of the LLC shall be exercised by or under the authority of, and the business and affairs of the LLC shall be managed under, the direction of the Board of Managers of the LLC, to the extent not inconsistent with the Act, the Articles or the express provisions of this Operating Agreement.

5.2 General Powers of the Officers. Officers of the LLC may be appointed from time to time by the Board of Managers. Officers shall carry out the policies, directions, orders and resolutions of the Board of Managers in the manner described, authorized and directed by the Board of Managers from time to time, to the extent not inconsistent with the Act, the Articles or the express provisions of this Operating Agreement.

5.3 Limited Authority. Unless authorized to do so by this Operating Agreement or by the Board of Managers of the LLC, no Member, Manager, agent, or employee of the LLC shall have any power or authority to bind the LLC in any way.

5.4 Managers Have No Exclusive Duty to LLC. A Manager shall not be required to manage the LLC as his sole and exclusive function, and subject to Section 5.7 below, he may have other business interests and consultancies and may engage in other activities in addition to those relating to the LLC. Neither the LLC nor any Member shall have any right, solely by virtue of this Agreement, to share or participate in such other investments or activities of any Manager or to the income or proceeds derived therefrom.

5.5 Transactions with Managers. The Board of Managers (a) may appoint, employ, contract or otherwise deal with any Person, including a Manager or an Affiliate thereof, and with Persons in which a Manager has a financial interest, for the purpose of transacting the LLC's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the LLC or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the LLC or all or substantially all of its assets) with any such Persons. Notwithstanding the foregoing, such relationships or transactions shall be on terms not less favorable to the LLC than as would be generally available from an unaffiliated third party in an arms-length relationship or transaction, as determined by the Executive Committee acting in good faith and in its sole discretion.

5.6 Competitive Activities by Managers. If a Manager is involved in an activity that is directly or indirectly competitive with the business of the LLC, such Manager shall promptly disclose any such activity to the Board of Managers, including the scope and extent to which such activity may be competitive with the business of the LLC. Consultancy agreements between full-time Officers and other parties require the approval of the Board of Managers. No Manager shall knowingly and willfully subvert, undermine, or interfere with any business relationship or business initiative of the LLC. Furthermore, no Manager may disclose any confidential information, trade secret, or anything else that the LLC considers proprietary, unless such disclosure is required in the ordinary course of performing his duties as a Manager.

6. MANAGERS

6.1 Initial Manager; Chairman of the Board of Managers. The Initial Manager shall be David J Aiello Jr, whose term as a Manager shall be perpetual until his death, resignation or removal pursuant to Section 6.5. David J. Aiello also shall serve as the Chairman of the Board of Managers (the "Chairman") so long as he is serving as a Manager and desires to hold such position. The Chairman shall preside over all meetings of the Board of Managers at which he is present and (except as expressly provided herein) shall have a vote on all matters brought before or subject to the authority of the Board. Except as may be expressly assigned or delegated to him by the Board, the Chairman shall not have any executive or supervisory authority over the LLC's business affairs or officers (other than through the Board in his capacity as Chairman). In the event David J Aiello shall no longer be serving as Chairman (whether by reason of his death, resignation or removal), a successor Chairman may be appointed by majority vote of the other Managers then serving.

6.2 Number of Managers. The Board of Managers shall at all times consist of a number of Managers no fewer than one (1) and no more than nine (9), which number shall be set from time to time by resolution of the Members; provided that the Board of Managers shall consist of nine (9) Managers unless and until otherwise determined by resolution of the Members.

6.3 Tenure; Qualifications; Election. Managers shall be elected by the Members and (other than David J. Aiello) shall serve for a term of two (2) years or, if later, until their successor has been duly elected or appointed. Managers shall be natural persons over the age of eighteen (18) and need not be Members or Officers of the Company.

6.4 Vacancies. Any vacancy occurring in the Board of Managers for any reason may be filled either by action of a majority of the remaining Managers or by action of a Member or Members holding at least a majority of LLC Units entitled to be voted. A Manager elected to fill a vacancy (other than a vacancy resulting from the expiration of a term or due to the increase in the number of members of the Board of Managers, for which Section 6.3 would apply) shall hold office until the remainder of the term of his predecessor is completed, unless otherwise specified by action of the Members or the Board of Managers. On proper notice, any Member is entitled to cumulate such Member's votes for purposes of electing Managers, and if any Member has given such notice, all other Members shall also be entitled to cumulate their votes in such election.

6.5 Removal. Managers may be removed prior to the expiration of their term (i) for Cause by the vote of all other Managers then serving less one (i.e., if there are nine Managers including the Manager whose removal is at issue, the vote of seven Managers would be required to remove the subject Manager for Cause); or (ii) with or without Cause by the affirmative vote of a Member or Members holding at least sixty percent (60%) of all Units entitled to be voted. Cause shall be determined in good faith by the Board of Managers or Members, as applicable, by the same vote as is required for the removal of the Manager. If the total number of Managers is three, then the vote of the other two Managers then serving shall be required to remove a manager for cause.

6.6 Resignation. Any Manager may resign at any time by giving written notice to the Chairman or the Board of Managers. Unless otherwise specified in such written notice, a resignation shall take effect

upon delivery thereof to the Chairman or the Board of Managers. It shall not be necessary for a resignation to be accepted before it becomes effective.

6.7 Place of Meetings. The Board of Managers may hold meetings, annual, regular or special at any place or time inside or outside the Commonwealth of Massachusetts.

6.8 Regular Meetings. Regular meetings of the Board of Managers may be held with informal notice to the members of the Board of Managers, at such time and place as may from time to time be determined by the Board of Managers.

6.9 Special Meetings. Any Manager may call a special meeting of the Board of Managers with at least five (5) business days' notice to each Manager given by U.S. mail, personal delivery, facsimile machine or electronic mail. Such notice must state the purpose or purposes of such meeting. The initial Manager (David J. Aiello) must be notified of any such meeting in writing, the purpose of such a meeting must be expressed, and he must be provided with reasonable notice (no less than 5 business days) to attend or be represented by counsel at any such meeting. The Chairman may call a special meeting of the Board of Managers at any time with such notice to the Board of Managers as is reasonable under the circumstances.

6.10 Quorum; Manner of Acting; Adjournments. Unless otherwise expressly provided herein, at all meetings of the Board of Managers, two-thirds (2/3) of the number of Managers then in office shall constitute a quorum for the transaction of business. Unless otherwise provided herein or in the Act, the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. If a quorum is not present at any meeting of the Board of Managers, the Managers present may adjourn the meeting from time to time—without notice other than announcement at the meeting of the date, time, and place of the next meeting—until a quorum shall be present.

6.11 Compensation and Reimbursement of Managers. The compensation of Managers, if any, will be on such basis as is determined by the Board of Managers. Managers shall be entitled to reimbursement for any reasonable expenses incurred in attending Managers' meetings as may from time to time be fixed by the Board of Managers. Any Manager may waive compensation or reimbursement for any meeting. Any Manager receiving compensation or reimbursement under these provisions shall not be barred from serving the LLC in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

6.12 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if a written consent to such action is presented to each Manager for possible approval, and, if approved, such written consent or consents are filed with the minutes of the proceedings of the Board of Managers. Action taken under this Section 6.12 is effective when two-thirds (2/3) or more of the total number of Managers entitled to vote on such matter have signed the consent or consents, unless the consent or consents shall specify a different effective date, in which case the action shall be effective as of such date; provided that if a vote of a greater number of Managers is otherwise required (e.g., for the removal of the Initial Manager), then action on written consent with respect thereto shall require such greater number of Managers; and provided further that the written consent of three-fourths (3/4) of the Managers then serving shall be required for an action involving the sale of all or substantially all the assets of the Company, its merger

with or into another entity, its winding up, or the filing of any petition for relief or restructuring of under applicable bankruptcy rules.

6.13 Meetings by Telephone or Similar Communications. The Board of Managers (or any individual Manager) may participate in a meeting by means of a telephone conference or similar communications equipment by means of which all Managers participating in the meeting can hear each other at the same time, and participation by such means shall be conclusively deemed to constitute presence in person at such meeting.

6.14 Committees.

6.14.1 Executive Committee. An “Executive Committee” of the Board of Managers may be established, at the discretion of the Board of Managers. The Executive Committee will be comprised of two (2) or more Managers who are not Officers. The Executive Committee shall have the authority to function as an audit committee and to investigate and make recommendations to the full Board of Managers regarding any conflicts of interest (so long as no members of the Executive Committee are interested parties), internal controversies or complaints. The Board of Managers may from time to time delegate other authority to the Executive Committee. Should a member of the Executive Committee be an interested party with respect to a potential conflict of interest, determination of the existence or non-existence of a conflict shall be made by the majority of the other disinterested Managers. The appointment or removal of members of the Executive Committee shall be by the vote of at least sixty percent (60%) of the full Board of Managers.

6.14.2 Committee Formation. The Board of Managers may establish such other standing or special committees or subcommittees of the Board of Managers as it may deem advisable for the efficient operation of the LLC – each committee or subcommittee consisting of not fewer than two Managers; and the members, terms and authority of such committees or subcommittees shall be as set forth in the resolutions establishing the same.

6.14.3 Quorum and Manner of Acting. A majority of the members of any Committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a Committee meeting at which a quorum is present shall constitute the act of the Committee.

7. OFFICERS

7.1 Designations. The required Officers shall be a CEO, a Secretary and a Treasurer. The Members or the Board of Managers may also establish other Officers, such as one or more Chief Officers, Vice Presidents, Assistant Secretaries and/or Assistant Treasurers and such other Officers and/or agents as they shall deem necessary or appropriate, who also shall be elected by the Board of Managers. All Officers and agents shall exercise such powers and perform such duties as shall from time to time be determined by and pursuant to the direction of the Board of Managers. Any number of offices may be held by the same person, but no person shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Articles or this Operating Agreement to be executed, acknowledged or verified by two (2) or more Officers.

7.2 Election; Term of Office; Removal. Officers shall be elected by the Board of Managers. The Officers shall hold office until their successors are chosen and shall qualify, or until their earlier death,

resignation or removal. Any Officer may be removed by the Board of Managers when, in the judgment of the Board of Managers, the best interests of the LLC will be served thereby. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. The Board of Managers may fill any vacancy occurring in any office of the LLC for the unexpired portion of the applicable term.

7.3 Duties. The officers of the LLC shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are hereinafter provided or as from time to time shall be conferred by the Board of Managers. The Board of Managers may require any officer to give such bond for the faithful performance of his duties as the Board of Managers may see fit.

7.4 Compensation. The Board of Managers shall fix the salaries of all Officers, if any, and other compensation, from time to time, and no Officer shall be prevented from receiving such compensation by reason of the fact that he is also a Manager.

7.5 The Chief Executive Officer (the "CEO"). The CEO shall report to the Board of Managers. The CEO shall be the chief executive officer of the LLC, shall be responsible for the direction of the business and affairs of the LLC and oversight of the Officers and employees, and shall be primarily responsible for the implementation of policies of the Board of Managers. The CEO may execute in the name of the LLC Unit certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be required by law to be otherwise signed or executed. In addition, he shall perform all duties incident to the office of the CEO and such other duties as from time to time may be assigned to him by the Board of Managers.

7.6 The Secretary. The Secretary shall attend, when possible, all meetings of the Board of Managers and Members and record all votes and the proceedings of such meetings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of Members and special meetings of the Board of Managers, and shall perform such other duties as may from time to time be prescribed by the Board of Managers, the CEO or other Officer as designated by the Board of Managers. He shall have custody of the seal of the LLC, and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of such Assistant Secretary. The Board of Managers may also, or instead, give general authority to any other Officer to affix the seal of the LLC and to attest the affixing thereof by his signature.

7.7 The Treasurer. The Treasurer shall have the information related to all LLC funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the LLC, shall deposit all moneys and other valuable effects in the name and to the credit of the LLC in such depositories as may from time to time be designated by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the Board of Managers, the CEO or other Officer as designated by the Board of Managers, at regular meetings of the Board of Managers, or whenever the Board of Managers may require it, an account of the financial condition of the LLC.

8. CAPITAL STRUCTURE

8.1 Capital Structure. The capital structure of the LLC shall consist of voting and nonvoting LLC Units, with all such LLC Units having equal rights (except with respect to voting matters under all

provisions of this Operating Agreement. The subscription agreement and/or other instruments evidencing LLC Units (or rights to acquire LLC Units) shall designate whether such LLC Units are to be voting or nonvoting (provided that if LLC Units or instruments have been issued without express designation, such LLC Units shall be presumed to be voting). 10,000,000 Units are outstanding as of March 1, 2020.

8.2 LLC Units. LLC Units may be issued by either the Board of Managers or one or more Members holding a majority of the outstanding Units entitled to be voted. The Board of Managers shall determine, as permitted in this Operating Agreement, the class, voting and other rights, terms and conditions of all such LLC Units and any options, warrants or other rights to acquire LLC Units.

8.3 Additional Capital Contributions. Members may make additional capital contributions but shall not be required to do so.

8.4 Raising Additional Capital. Additional capital may be raised by the LLC through sales of new LLC Units at the election of the Board of Managers. The Managers shall determine, as permitted in this Operating Agreement, the voting and other rights, terms and conditions of all such LLC Units and any options, warrants or other rights to acquire LLC Units issued in connection therewith.

8.5 No Withdrawal of Capital Contributions. Except upon the dissolution and liquidation of the LLC as set forth herein, no Member shall have the right to withdraw its capital contributions. Furthermore, no interest shall be paid upon any Member's Capital Account.

8.6 Maintenance of Capital Accounts. An individual Capital Account shall be maintained for each Member consisting of the Member's capital contributions as (1) increased by that Member's share of LLC profits, (2) decreased by that Member's share of LLC losses, and (3) further adjusted as required or allowed by the Code or the Regulations, or both. In all cases, the Capital Accounts of the Members shall be accounted for in accordance with the Code and the Regulations.

9. ALLOCATIONS AND DISTRIBUTIONS

9.1 Allocations of Profits to Capital Accounts. Except as may be otherwise required by the Code or the Regulations, net profits and other items of net income and gain shall be allocated as follows:

(a) First, in each year ratably to the Members to the extent of all losses previously allocated to them pursuant to the provisions of Section 9.2 below, up to the amount of each Member's Unreturned Capital as of the end of the immediately prior calendar year;

(b) Second, to the Members with the lowest Capital Account Per Unit until the value of all Members Capital Account Per Unit is the same; then

(c) Third, ratably in proportion to each Member's LLC Unit Percentage.

9.2 Allocations of Losses to Capital Accounts. Except as may be otherwise required by the Code or the Regulations, net losses and other items of net loss shall be allocated as follows:

(a) First, to the Members with the highest Capital Account Per Unit until all Members have the same Capital Account Per Unit; then

(b) Second, ratably in proportion to each Member's LLC Unit Percentage.

9.3 Tax Allocations. In the case of any special tax allocations allowed or required under the Code or the Regulations, the method of allocation and formula determined by the Treasurer shall be followed so long as it complies with State Law, the Code, the Regulations, and fairly treats each Member. The method of tax allocation selected by the Treasurer shall be presumed to be "fair to all the members" and any Member or party challenging said allocation on these grounds shall bear the burden of proof.

9.4 Distributions.

9.4.1 Subject to the provisions of Section 9.4.2, the LLC, by resolution of the Board of Managers, may make distributions to the Members from time to time in amounts deemed appropriate. Such distributions shall be made:

(i) First, to the Members pro rata in proportion to, but no more than, the amount of their Unreturned Capital;

(ii) Second, to all Members pro rata, in proportion to and in the amount necessary to cause each Member to be distributed an aggregate amount per Unit until all Members have received an equal amount of aggregate distributions on a per Unit basis after accounting for the distributions contemplated under subsection (i) and subsection (ii) above and this subsection (iii) with Units having received the lowest amount in aggregate distributions receiving distributions first; provided, however, that to achieve the intent of the parties under this subsection (iii), it shall be assumed (for distribution accounting purposes only) that each Profit Interest holder was previously distributed the award price per unit for each Profit Interest Unit held by such holder. For sake of clarity, the Members agree that it is the intent of this subsection (iii) that amounts distributed to Members under this subsection should be to equalize on a per Unit basis the aggregate amount distributed per Unit starting with all distributions going to Units that have received the least amount in aggregate distributions until those Units are not the Units that have received the least amount in aggregate distributions and continuing in this manner until all Units have received an equal amount in aggregate distributions.

(iii) Thereafter, the balance to all Members pro rata in accordance with their respective Membership Interests.

9.4.2 Tax Distributions. Notwithstanding Section 9.4.1, to the extent the LLC has available cash, the LLC will distribute to each Member taking into account the specific tax situation of each Member to the extent known to the Board of Managers (including, but in no way limiting, net operating losses, passive losses, capital losses and carryovers of such losses from prior years) within ninety (90) days of the end of each of the LLC's fiscal years, an amount estimated by the Board of Managers, at its reasonable discretion, to be necessary to assist with the payment of income taxes assuming each Member is a Massachusetts resident and in the highest marginal federal tax bracket. Distributions made under this Section 9.4.2 need not be made in accordance with Section 9.4.1, but amounts otherwise distributable to a Member pursuant to Section 9.4.1 shall be reduced by distributions made to such Member pursuant to this Section 9.4.2.

9.5 Family Partnership Savings Provision. Notwithstanding anything in this Operating Agreement to the contrary, should any provision of this Operating Agreement, or any act of the parties, result in violation of the family partnership provisions of Code Sec. 704(e) (as amended) or the regulations and cases thereunder, the Members may amend this Agreement, or take any other actions reasonably necessary to prevent or correct such violation.

10. TRANSFERS OF UNITS

10.1 Transfer Generally. No holder of any Unit shall, directly or indirectly, transfer, sell, give, encumber, assign, or otherwise deal with or dispose of all or any part of his LLC Units now owned or subsequently acquired, other than as permitted by this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be void ab initio and without legal effect.

10.2 Permitted Transfers. A Member (but not a Successor in Interest) may transfer all or a portion of his LLC Units to (i) a spouse, ancestor, lineal descendant or trust or entity solely for the benefit of one or more of the foregoing persons or the Member, (ii) another Member or an Affiliate of a Member, or (iii) one or more other transferees in connection with the Member's exercise of his Co-Sale Rights provided in Section 10.7 below. In the event of a Member's death, the Member's LLC Units will be transferred to such Member's heirs and/or beneficiaries. A transfer pursuant to this Section 10.2 (a "Permitted Transfer") will not be subject to Section 10.3 below, but will be subject to all other sections except as otherwise provided in this Agreement.

10.3 Right of First Opportunity.

10.3.1 If a holder of any Unit wishes to transfer all or any portion of his LLC Units (an "Offering Holder"), the Offering Holder shall, before making any such disposition, first give the LLC a selling notice, specifying in writing the identity of the proposed buyer and the price, conditions and terms upon which he is willing to sell such LLC Units. The LLC shall have the option to purchase all of the offered LLC Units at the price and upon the conditions and terms set forth in such notice in the manner described herein.

10.3.2 The LLC shall have thirty (30) days from the date of the selling notice within which to elect to purchase all of the offered LLC Units. The closing of the purchase shall be not more than sixty (60) days from the date of the selling notice.

10.3.3 If the LLC does not elect to purchase all of the offered LLC Units, then the Offering Holder may, subject to Sections 10.4 and 10.5 below, sell to the identified buyer such LLC Units at a price not below nor upon terms more advantageous than those contained in the selling notice. If such sale is not made and consummated within ninety (90) days after the date of the selling notice, the Offering Holder may not thereafter sell or otherwise dispose of any of his LLC Units without again complying with Sections 10.3.1 and 10.3.2.

10.4 Rights of Successor in Interest; Admittance as Substitute Member.

10.4.1 No Successor in Interest of the whole or any portion of any LLC Units shall have the right to participate in the management of the business and affairs of the LLC or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said LLC Units without the prior consent of at least two thirds (2/3) of the Managers then in office or any Member or

combination of Members holding a majority of the Units entitled to vote, which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Successor in Interest shall be bound by, and shall take such LLC Units subject to, the terms and conditions of this Agreement as apply to Members and their LLC Units, but a Successor in Interest shall not have any right to vote the Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.3 above) other than to share in the allocations and distributions to which the transferor of the LLC Units would be entitled in respect of the transferred LLC Units unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this Section 10.4 and Section 10.5 hereof. Notwithstanding the provisions of this Section 10.4, any transferee who acquires his LLC Units in a transaction subject to the provisions of Section 10.6 or 10.7 shall immediately become a Substitute Member upon compliance with the provisions of Section 10.5 below and shall not be required to obtain the prior written consent of the Members.

10.4.2 Notwithstanding anything herein to the contrary, any Successor in Interest of the whole or any portion of any LLC Units as a result a Member's death (pursuant to a Permitted Transfer under Section 10.2) shall become a Substitute Member without further action and will be bound by this Agreement and all of its terms.

10.5 Requirements for Substitute Members. As a condition to the admission of a proposed transferee as a Substitute Member with respect to the whole or any portion of any LLC Units, a Successor in Interest shall execute and acknowledge such instruments in form and substance as the Board of Managers reasonably deems necessary or desirable to effect such admission and to confirm the agreement of such Person being admitted as a Substitute Member to be bound by all of the terms of this Operating Agreement, as the same may have been amended and then in force. In particular, but not by way of limitation, the proposed Transferee shall affirm and be qualified as a Member under Section 3.1. Such Successor in Interest shall pay all reasonable expenses of the LLC in connection with such admission as a Substitute Member, including, but not limited to, legal fees and the cost of preparing, filing and publishing any amendment to the Articles if deemed by the Board of Managers to be necessary or desirable in connection therewith.

10.6 Drag Along Rights. Subject to the right of first opportunity described in Section 10.3 above, if one or more Members holding at least two thirds (2/3) of the LLC Units entitled to be voted determine by affirmative vote to transfer all (but not less than all) of their LLC Units (for purposes of this Section 10.6, "Selling Members") to a third party, the other holders of any LLC Units hereunder shall, upon written demand by the Selling Members to all such holders and to the LLC, be obligated to sell all of their LLC Units, at the same price, and upon the same terms and conditions as are to be paid and given to the Selling Members. In the event that the Selling Members exercise their rights under this Section 10.6, the Chairman or other designee of the Board of Managers shall have the Power of Attorney as set forth in Section 13.3 below to transfer the LLC Units of all the holders of any LLC Units subject to the proposed transfer. Consideration for such LLC Units may be held in trust by the Board of Managers pending such action by the holders as the Board of Managers may reasonably require.

10.7 Co-Sale Rights. Subject to the right of first opportunity described in Section 10.3 above, if the holder or holders of a majority of the LLC Units shall determine to transfer a majority of the outstanding LLC Units to a third party (the "Offered Interest") other than in accordance with Section 10.2 above (for purposes of this Section 10.7, "Selling Members"), the other Members (the "Non-selling Members") shall have the right to offer and sell a pro rata portion of the Offered Interest determined by multiplying

the Offered Interest by such Non-selling Member's Membership Interest at the time of the proposed sale (the "Co-Sale Interest"); provided that each Non-selling Member agrees to make substantially the same representations, warranties, covenants and indemnities and other similar agreements relating to title to their LLC Units as the Selling Members agree to make in connection with the proposed transfer of their LLC Units. If not all of the Non-selling Members wish to exercise their Co-Sale Rights, then each Non-selling Member exercising his Co-Sale Rights shall have the right to sell an additional number of his LLC Units equal to (i) the Offered Interest times (ii) the number of his LLC Units divided by the aggregate number of LLC Units owned by the Selling Members and the other Members exercising their Co-Sale Rights expressed as a percentage. The Co-Sale Interest exercised under the Members' Co-Sale Rights shall reduce the percentage of the Selling Members' LLC Units included in the Offered Interest *pari passu*. Prior to any sale under this Section 10.7, however, the Selling Members shall give notice to the other Members of their Co-Sale Rights, and the Non-selling Members shall have fifteen (15) days after receipt of such notice to determine if they desire to offer their LLC Units to the third party acquiring the Selling Members' LLC Units. In the event the Selling Members fail to give the Non-selling Members the notice required hereunder, the Selling Members hereby agree, jointly and severally, to purchase, upon request, for cash, payable immediately, that portion of the Non-selling Members' LLC Units that they would have been entitled to sell pursuant to the terms hereof, at a purchase price equal to the aggregate consideration received by the Selling Members for an equivalent number of LLC Units.

10.8 IPO. In connection with an initial public offering, the LLC may be converted to or merged into a corporation and the LLC Units may or may not be converted into shares of stock or other securities (in any event, for purposes of this Section 10.8, "Securities"). In such event, the Members hereunder, as Security holders, agree that each shall have the right and opportunity to participate on a pro rata basis in accordance with their Membership Interest (or comparable Securities' interest) in any public offering of Securities in which previously outstanding Securities are included for sale pursuant to a registration statement for any of such Securities. In the event of an initial public offering of Securities by the LLC or its successor, each holder of Securities further agrees that in connection with any registration of Securities by the LLC and upon request of the Board of Managers or underwriters managing any underwritten offering, such holder will not sell long, sell short, grant any purchase option, loan, pledge or otherwise hypothecate, encumber, or dispose of any Securities (other than those included in the registration) without the prior written consent of the LLC or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days after the effective date of the registration statement for such registered public offering) as the underwriters or the Board of Managers may specify.

10.9 Tax Reporting. Each holder of any LLC Units agrees that if he transfers or assigns all or part of his LLC Units as specified herein, such holder shall keep a list containing the transferee's name, address, social security number or taxpayer identification number, as the case may be, the date on which such transfer occurred and the name, address and tax shelter registration number of the LLC. If a holder of any LLC Units does not want to maintain such list, such holder shall (a) send the aforementioned information to the Secretary of the LLC who shall keep a list of transferees of LLC Units and (b) give a copy of this Section 10.9 to the transferee.

10.10 Absolute Prohibition. Notwithstanding the above, (a) LLC Units shall not be assigned, transferred or otherwise disposed of and (b) the respective rights of any holders of any LLC Units to distributions hereunder, in whole or in part shall not be pledged, encumbered or assigned under any circumstances if, as a result of either (a) or (b), (x) the LLC would be terminated for federal income tax purposes in the opinion of counsel for the LLC or (y) the transfer would adversely impact the Company's status as an

equity or economic empowerment business with the CCC. Any such attempted assignment, transfer or other disposition shall be void ab initio and shall be of no force and effect whatsoever.

10.11 Admission of New Member. With the approval of the Board of Managers, any Person may become an Additional Member by the issuance of new LLC Units in exchange for such consideration as the Board of Managers shall determine appropriate; provided, that such Person executes such instruments as the Board of Managers deems necessary or desirable to effect its admission as a Member and to confirm its agreement to be bound by all the terms and conditions of this Operating Agreement.

10.12 Allocations to New Members. No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income, gain, loss, deductions or credits of the LLC. The Board of Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the LLC books (as though the LLC's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the LLC's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Section 706(d) of the Code and the regulations promulgated thereunder.

11. DISSOLUTION OF THE LLC

11.1 Dissolution. The LLC shall be dissolved only upon the occurrence of one of the following events (each separately, a "Liquidation Event"):

11.1.1 A vote to dissolve the LLC by a group of one or more Members together holding a majority of the Units entitled to vote;

11.1.2 The death of all Members;

11.1.3 The final, non-appealable order of a court order of competent jurisdiction that the LLC be dissolved.

11.2 Liquidation.

11.2.1 Should a Liquidation Event occur, the LLC shall then be liquidated and its affairs shall be wound up—including preparation of final financial statements and an accounting—by (or at the direction of) the Members. All proceeds from the liquidation shall be distributed in accordance with State Law, and all LLC Units shall, thereafter, be canceled. The LLC's assets (including any cash on hand) shall be distributed to the Members on a pro rata basis in accordance with their respective Capital Accounts after giving effect to all contributions, allocations and distributions for all periods; provided, however, in the event that, upon liquidation, there would otherwise be any conflict between a distribution pursuant to the Members' respective Capital Account balances and the intent of the Members with respect to the distribution of proceeds as provided in Section 9.4.1, the Board of Managers (or the person or persons carrying out the liquidation) shall, notwithstanding the provisions of the other sub-sections of this Section 11, allocate to Members gains, profits and losses (including items thereof) in a manner that will, as nearly as possible, cause the distribution of liquidation proceeds to the Members to be in accordance both with the Members' economic expectations as set forth in Section

9.4.1 and their respective Capital Account balances. If the LLC's gains, profits and losses are insufficient to cause the Members' Capital Accounts to be in such amounts as will permit liquidation proceeds to be distributed both in accordance with the Members' respective Capital Account balances and Section 9.4.1, then the liquidation proceeds shall be distributed in accordance with the Members' respective Capital Account balances after the allocations described herein have been made. Notwithstanding the foregoing provisions to the contrary, no distributions shall be made hereunder to each respective holder of a Profits Interest Unit unless and until an aggregate amount equal to the current value of each outstanding LLC Unit on the date of grant of such Profits Interest Unit has been distributed without such holder of Profits Interest Units participating (directly or indirectly) in such distributions. For purposes of clarity, if there were 100,000 LLC Units outstanding on the date of grant of the Profits Interest Unit, each having a current value of \$1.00, the holder of such Profits Interest Unit would not be entitled to share in the first \$100,000 of distributions pursuant to this Section 11.2.1. In addition to the modifications of the allocation provisions described above with respect to complying with the intent of Section 9.4.1, all allocations of gains, profits and losses (including items thereof) on liquidation shall be allocated among the Members so as to nearly as possible reflect the intent of the preceding provisions of this Section 11.2.1 and 9.4.1 as modified by the immediately preceding two sentences. Notwithstanding anything else in this Agreement to the contrary, the Members hereby agree that in the event of any sale of the Company as a whole (pursuant to a merger or sale of all or substantially all of the Membership Interests), they shall allocate the proceeds of such sale among themselves so to reflect, as nearly as possible, the intent of this Section 11.2.1 in its entirety.

11.2.2 Final distributions to Members shall not be made until all liabilities have been satisfied and any known contingent claims against the LLC have been resolved.

11.2.3 Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and the Managers shall cause the LLC to execute and file a certificate of cancellation in accordance with State Law.

12. EXCULPATION OF LIABILITY; INDEMNIFICATION

12.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a Person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of the LLC to third-parties--i.e., Persons other than the LLC or the Members.

12.2 Indemnification. Except as otherwise provided in this Section 12.2, the LLC shall indemnify any Member or Manager (and may indemnify any employee or agent) of the LLC who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, including, without limitation, an action by one or more Members—other than an action by or in the right of the LLC itself—by reason of the fact that such Person is or was a Member, Manager, employee or agent of the LLC. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with the action, suit or proceeding, unless the misconduct for which such Person is found liable was fraudulent, intentional or malicious, provided, further, that for the purposes hereof, any conduct, act, or omission of an Indemnified Person, related to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of federal

law, shall not constitute fraud, intentional or malicious misconduct, solely by reason of being a violation of federal law, so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state laws. For Persons other than Members or Managers of the LLC, indemnification shall be made only after an affirmative vote of a majority of the Managers.

13. MISCELLANEOUS

13.1 Amendment.

13.1.1 By the Board of Managers. Except as otherwise provided herein, by law, or in the Articles of Organization, this Agreement may be amended or altered by majority vote of the full Board of Managers.

13.1.2 By the Members. Except as otherwise provided herein, by law, or in the Articles of Organization, this Agreement may be amended or altered by vote of one or more Members holding a majority of the outstanding Units entitled to vote.

13.2 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments as necessary to comply with any laws, rules or regulations.

13.3 Power of Attorney.

13.3.1 Each Member hereby makes, constitutes and appoints the LLC's CEO or other designee of the Board of Managers and any successor to any of them, its true and lawful attorney for it and in its name, place and stead to make, execute, sign, acknowledge, and swear to, any instruments on behalf of the Member with respect to any and all matters upon which a sufficient vote has been achieved pursuant to the terms of the Agreement, notwithstanding the Member's vote on the matter.

13.3.2 The foregoing grant of authority is hereby declared irrevocable and the power coupled with an interest and shall survive the death or incapacity of any Member and the assignment by any Member of his LLC Units; provided that in the event of such assignment, the power of attorney of such Member shall survive such assignment

13.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

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

13.6 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.7 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.8 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.9 Counterparts. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one single document.

13.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, except that area known as "Choice of Law." Each Member, by signing this agreement, hereby submits to personal and subject matter jurisdiction to the state courts in the Commonwealth of Massachusetts, and waives any claim of inconvenient forum, for any dispute between or among the Members, the LLC, and/or the Managers connected to or regarding the business of, or investment in, the LLC.

13.11 Severability; Standard for Interpretation. If it shall be determined by a court or other competent body that any provision or wording of this Agreement shall be invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement shall be possible, the interpretation or construction which leads to the enforcement and validity of any provision of this Agreement shall be favored and deemed to be the intended interpretation of the parties to this Agreement. To the extent that this Agreement is in conflict with the Act or the Articles, the Act shall control, then the Articles, then this Agreement; provided, however, that only that portion in conflict shall be made consistent, and the rest of the Agreement shall remain in full force and effect as if the conflict had not existed.

13.12 Entire Agreement. This Agreement (and any Exhibits or other documents herein referenced) constitutes the entire agreement and understanding among the LLC, its Members and its Managers with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, whether oral or written, with respect to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Company, by its undersigned duly authorized officer, hereby executes this Agreement effective as of the date first above written.

UPROOT LLC

By: David J. Aiello, Jr.
Title: Chief Executive Officer

MEMBERS

David Aiello (Manager)

Khue Nguyen (Manager)

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

EXHIBIT A

UPROOT LLC MEMBER SIGNATURE PAGE

In consideration for the sale of LLC Units in UPROOT LLC, a Massachusetts limited liability company (the "LLC"), to the undersigned, the undersigned hereby approves and consents to, and agrees to be bound by, the terms of that certain Second Amended and Restated Operating Agreement of the LLC effective _____, 20__, as may be amended and/or restated from time to time (the "Operating Agreement"), and concurrently herewith enters into the Operating Agreement by executing and delivering to the LLC this Member Signature Page.

Upon the undersigned's execution and delivery of this Member Signature Page, the undersigned's delivery of any monies and/or other items required by management of the LLC, and acceptance of this Member Signature Page by the LLC, the undersigned shall become a Member of the LLC.

Date: _____, 20__

Name(s) * _____

Signature _____

Social Security #: _____

MAILING ADDRESS: _____

Email Address: _____

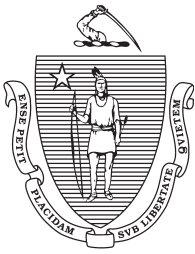
Accepted on behalf of
Uproot LLC

By: _____

Name: _____

Title: _____

* If the signatory is acquiring LLC Units jointly with another, all such joint owners must execute this Member Signature Page.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: March 11, 2025

To Whom It May Concern :

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

UPROOT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C, on
April 30, 2018.

I further certify 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, so far as appears of record, said Limited Liability Company has legal existence.



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 Number: 25030178750

Verify this Certificate at: <https://corp.sec.state.ma.us/corpweb/Certificates/Verify.aspx>

Processed by: bod

Uproot
41 Fremont St
Worcester, MA 01603



BUSINESS PLAN

LICENSED CANNABIS CULTIVATION, PRODUCT MANUFACTURING, AND DELIVERY COMPANY

*This document contains
Confidential & Proprietary Information
belonging exclusively to Uproot, LLC*

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01



EXECUTIVE SUMMARY

Company Summary

Market Opportunities

Start-up Summary

Financial Summary

Company Summary

Uproot is a new vertically integrated recreational cannabis supplier. The company will be operating a licensed recreational cannabis cultivation and manufacturing facility in Worcester, MA.

Uproot is organized as a limited liability company, and will be led by Dr. David Aiello, who will serve as CEO, and Andrew Czarnecki, who will serve as COO.

Main Goals

- ✓ To operate a profitable cannabis cultivation, manufacturing and delivery company in the state of Massachusetts.
- ✓ To grow and produce high-grade cannabis products and build a recognizable brand in a new, rapidly growing industry.
- ✓ To be fully compliant with all state and municipal regulations, and be primed and ready for national expansion as federal laws adjust and evolve to the benefit of the cannabis industry.
- ✓ To supply high grade cannabis and cannabis products to licensed dispensaries and retail stores.
- ✓ To achieve first-mover advantage as one of the first companies in MA licensed to sell direct-to-consumer via home delivery.

Mission

- ✓ To establish Uproot as a premium brand in the cannabis industry by producing top quality cannabis flower and cannabis-infused products, and a convenient home delivery experience.

Main Objectives

- ✓ Pass final license inspections to commence Cultivation, Manufacturing and delivery operations
- ✓ Complete the build-out of our Worcester facility
- ✓ Net annual income to greatly exceed operational expenses.
- ✓ Monthly sales and capacity increasing steadily throughout the first year.
- ✓ Become first mover for direct-to-consumer cannabis deliveries in the greater Worcester area.

Products & Services

Company will have the ability to flower approximately 5000 plants concurrently, will aim to complete 4 full harvest cycles per year, will grow approximately 12 different strains of cannabis, and will have the ability to grow from seedling to finished product. The company will be manufacturing “Uproot” branded cannabis products such as pre-rolled joints, concentrates, and infused edibles. The company also plans to be one of the first in Massachusetts to offer direct-to-consumer recreational cannabis deliveries.

Market Opportunities

Recent industry analyses indicate a sustained growth trajectory for global legal cannabis spending, suggesting the potential for the market to exceed prior expectations. The balance between recreational and medical cannabis spending predominantly favors the former, with recreational cannabis capturing a majority share.

North America continues to witness a thriving legal cannabis market. As of 2022, the United States has established itself as the primary market, vastly overshadowing Canada in terms of market size. Projections based on recent growth rates suggest a strong compound annual growth rate, underscoring the inherent potential of the industry.

The legislative landscape for cannabis in the U.S. has seen notable advancements. By 2022, a significant proportion of the U.S. population resides in states where cannabis has achieved legal status, either for medical or recreational use. This is emblematic of the changing societal and political perspectives on cannabis.

Massachusetts has been at the forefront of the cannabis movement. After the state's landmark decision to decriminalize the possession of small amounts of cannabis in 2008, it further bolstered its progressive stance by legalizing medical cannabis in 2012. Given the state's proactive approach to cannabis legislation, Massachusetts serves as a pertinent example and holds strategic importance for businesses operating within its jurisdiction.

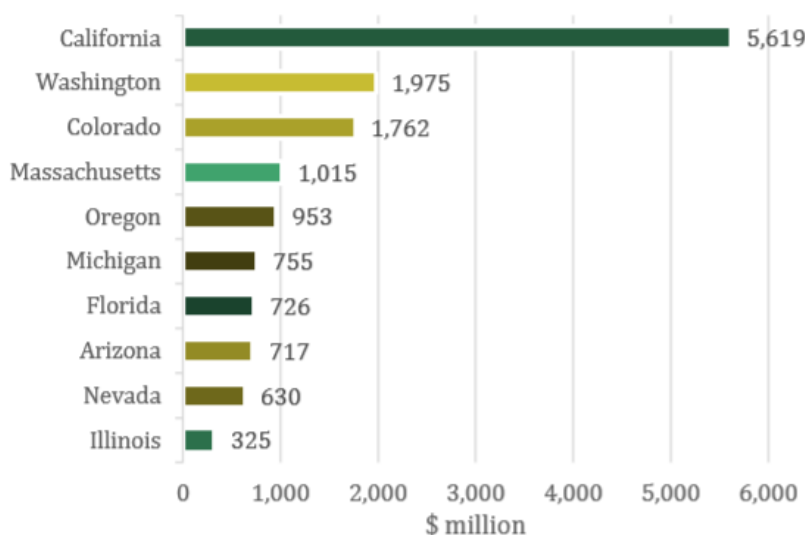


Figure 1. Medical and recreational cannabis sales in top states, 2020

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail cannabis business was opened in Massachusetts in November 2018.

Cannabis stores sold about \$140 million worth of cannabis products during August 2023, and \$1.7 Billion over the past year, according to figures released by the Cannabis Control Commission¹.

It is expected over 700,000 customers potentially interested in using of a recreational cannabis and adult-use cannabis market in Massachusetts is projected to become a \$2 billion industry by the end of 2023.

¹ <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

Start-up Summary

Table 1. Start-up expenses, \$

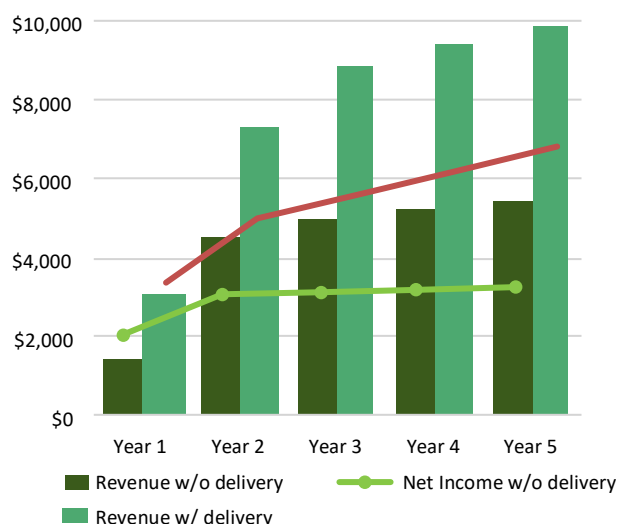
\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
CAPEX (cultivation)				
Land & Development	0	0	0	0
Facility Build-Out	209,400	0	0	0
Growing Equipment	66,540	0	0	0
Lighting System	133,238	-65,400*	0	0
Alarm & Security System	14,184	0	0	0
Monitoring - Video & Camera System	9,929	0	0	0
Computer Systems	7,092	0	0	0
Office Building/Room	0	0	0	0
Expansion	0	0	0	0
CAPEX (extraction/manufacturing)				
Facility Build-Out	0		0	52,200
Extraction Equipment	0	0	0	111,375
Processing Equipment	0	0	0	74,250
Vacuum Ovens	0	0	0	9,900
Automated Machines for Filling Pens and Cartridges	0	0	0	12,375
Freezer/Refrigerators	0	0	0	4,950
Alarm & Security	0	0	0	4,180
Monitoring - Video & Camera System	0		0	2,100
Computer System	0	0	0	2,475
Expansion	0	0	0	0
Total	479,683	0	0	273,805
OPEX				
COGS - Cost of Goods Sold	82,325	219,796	247,522	247,522
G&A Expenses - Initial & General Costs	37,188	12,188	12,188	12,188
G&A Expenses - Cultivation	57,083	95,625	95,625	95,625
G&A Expenses - Extraction/Manufacturing	0	0	0	20,494
SG&A Expenses - Marketing & Sales Expenses	0	3,550	10,969	10,969
Salaries & Benefits	40,900	40,900	80,500	105,000
SG&A Expenses - Misc.	2,038	-62,627	2,978	2,978
Total	219,534	309,432	449,782	490,276
Total, CAPEX and OPEX	699,217	309,432	449,782	764,081
*National Grid Incentive Payment				

Financial Summary

Uproot's startup costs will be funded largely through personal savings and private investments.

From a total investment of approximately \$1,400,000, Uproot is expected to generate nearly \$4,780,000 in gross revenues with net income of nearly \$3,000,000 in Year 2, its first full year of operations. In subsequent years, revenue is expected to gradually increase while maintaining or increasing net income levels. These forecasts account for income from cultivation of cannabis flower, concentrates, and infused products. It factors in potential income from direct-to-consumer deliveries, which the company is aiming to have operational by Q4 2023, as well as cultivation, which the company aims to have operational by year-end 2024.

Revenue & Profit ForecastCash Flow Forecast



The company expects to be profitable in Year 1, breaking even after approximately 6 months of operations and generating approximately \$2,000,000 in net income. After the first year of operations, it is expected that the company will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge. This will allow the company to maintain high profit margins and net income despite wholesale cannabis prices gradually stabilizing from their presently inflated levels. As the wholesale market stabilizes, home delivery is expected to continue growing as the company seeks to expand operations throughout the state.

The company plans to disburse net profits into capital accounts held in the name of each member of the LLC, in a manner outlined in the operating agreement.

02



Sales Strategy

Financial Forecast
Marketing Plan

Financial Forecast

Sales will be tracked via a state-mandated inventory management and tracking system.

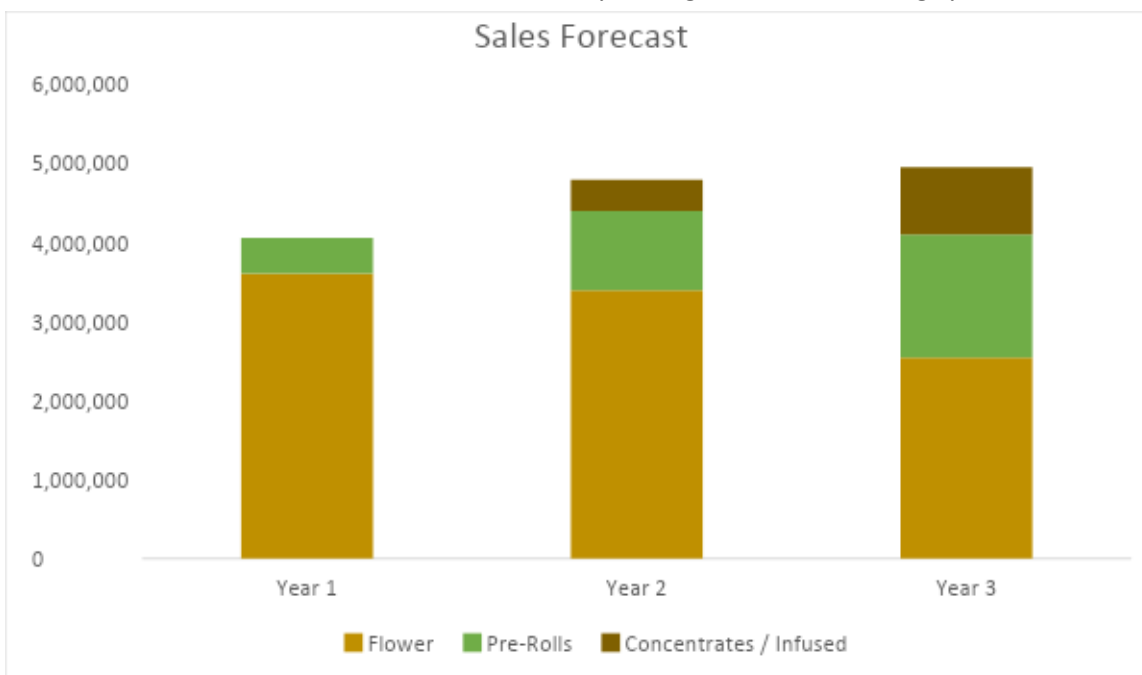


Figure 10. 3-years sales forecast, \$

In our inaugural year, Uproot's primary sales trajectory will center around product manufacturing and direct-to-consumer deliveries. This strategic move to commence operations with a delivery-centric approach places Uproot in a unique position, aligning with current market trends and consumer preferences. As we navigate the initial phases, concerted efforts will also be directed towards completing the cultivation build-out at the Worcester facility by the year's end.

The transition to the second year will see a pivotal shift. With the cultivation infrastructure firmly in place, Uproot will commence full-scale cultivation operations. This expansion not only broadens our product spectrum but also fortifies our position in the market, allowing us to meet the burgeoning demand for quality cannabis products more effectively.

It's noteworthy that while we will have laid the groundwork for a diverse range of offerings, the prevailing market dynamics will heavily influence our sales patterns. With the current market landscape characterized by inflated prices due to limited supply, our revenue from flower sales will inevitably reflect this trend in the initial stages. However, as the market matures and supply dynamics adjust, we anticipate a gradual price normalization.

The forecast above assumes our wholesale price of flower to be \$2500/lb in year 1, \$2000/lb in year 2, and \$1500/lb in year 3 and beyond. Growth in subsequent years will be driven by multiple factors, including revenue generated by selling concentrates and infused products, increasing our cultivation capacity, and direct-to-consumer deliveries. The subsequent sections will delve deeper into our direct-to-consumer delivery model. Additionally, insights will be provided on our strategic initiatives to optimize cultivation practices, harnessing state-of-the-art technologies and innovative methodologies to ensure consistent yields and superior product quality.

The above forecasts do not include potential revenue generated via the direct-to-consumer delivery service. In Q3 2021, Uproot became the second company in Massachusetts to receive licensure for home deliveries – the second company in the state to do so. Upon commencing delivery operations, the company will then be able to sell products at retail prices as opposed to only being allowed to wholesale, which has the potential to significantly increase revenues and net income. The company will aim to drive sales of its products via retail home deliveries, as this sales channel will provide higher margins, especially as wholesale cannabis prices stabilize. The CCC has stated that for the first two or three years that delivery licenses are available, they will only be granted to companies that meet a certain criterion designed to prevent out-of-state interests from having a leg up on local entrepreneurs. Currently, there are less than 30 companies that will fit the CCC's criteria. Given the artificially limited number of companies able to compete in the delivery market during this time, Uproot is uniquely positioned to gain a significant market share. Estimated revenue and net income from delivery is projected later in this document.

Based on our current cultivation capacity and industry averages, estimates can be made for projected cultivation revenue in a mature market. This estimate assumes that we would only be cultivating and wholesaling flower, and does not account for selling pre-rolls, concentrates, edibles or delivery, which we anticipate to be a sizeable portion of our business.

Using industry averages, we can make some baseline projections regarding revenue expected to be generated from wholesale cannabis flower sales in a mature market.

Total flowering canopy Square Footage	5000 sq ft
Average yearly yield per canopy sq ft (gm/sq ft)	168 g
Projected yearly yield (grams)	840,000 g
Projected yearly yield (lbs)	1873.93 lbs
Projected wholesale price per pound	\$1500 / lb
Est. Baseline yearly revenue (flower)	\$2,810,895

This projection represents the low-end of what we can expect for revenue from wholesale cannabis flower sales in year 3 and beyond. This estimate assumes that we will be producing yields in line with the industry average of 168 grams per square foot of flowering canopy. Through optimizing our cultivation practices as described in more detail later in this document, we believe our yields should be in excess of 200 g / sq ft of flowering canopy.

This estimate also assumes a wholesale price of \$1,500/lb. The current wholesale price per pound of premium indoor-grown recreational cannabis in Massachusetts is approximately \$2,500/lb as of Q3 2023. We expect this price to gradually decline over the next 2-3 years as more cultivators are licensed by the CCC, and stabilize at approximately \$1,500/lb. This would be consistent with what has been observed in other new recreational markets such as California and Colorado. Current federal regulations prevent interstate sales of cannabis, so each state has its own independent market.

The following chart provides an estimate of the all-in costs associated with producing one pound of cannabis flower, based on known industry data.²

All-in costs to produce 1 pound of dried cannabis flower:

Cost	Average Facility	Efficient Facility (top 10%)
Energy	\$150.99	\$61.47
Labor	\$191.70	\$101.41
Materials	\$93.47	\$24.79
Total	\$436.16	\$187.67

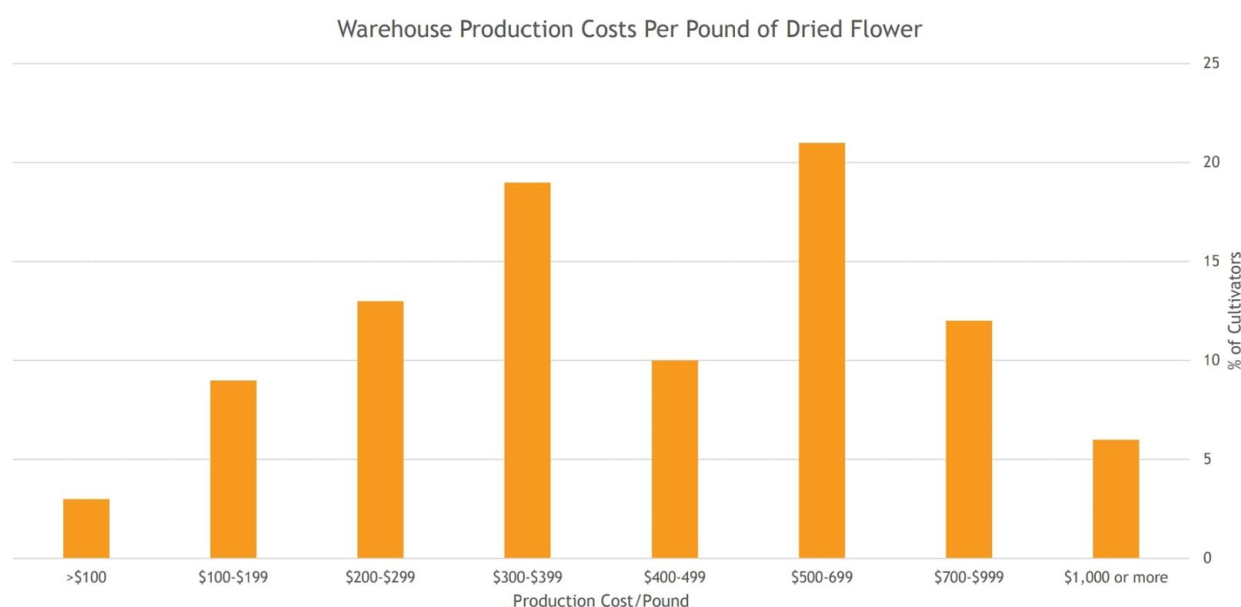


Figure 12: Industry Production Costs Per Pound. Source: Cannabis Business Times

At Uproot, we believe our cost to produce one pound of dried cannabis flower will be between \$200 and \$250. Several factors make our facility significantly more efficient than the industry average.

We will be utilizing 650 watt LED fixtures as opposed to the industry standard 1000 watt HPS (high pressure sodium) lights. These lights require a slightly higher initial investment but result in significantly lower electrical costs and cooling requirements per square foot of canopy. These fixtures have also

² <https://www.newcannabisventures.com/wp-content/uploads/MJardin-ArcView-Market-Report-Cost-Analysis.pdf>

been shown to produce yields that exceed that of HPS lighting.

Our facility also takes advantage of numerous automation technologies in order to reduce labor costs. We are utilizing an automated irrigation / fertigation system that will eliminate the need for mixing fertilizers and hand-watering. All of our climate systems will be controlled by a cloud-based monitoring / alert system which monitors and controls multiple environmental factors such as temperature, humidity, CO₂, and lighting schedules.

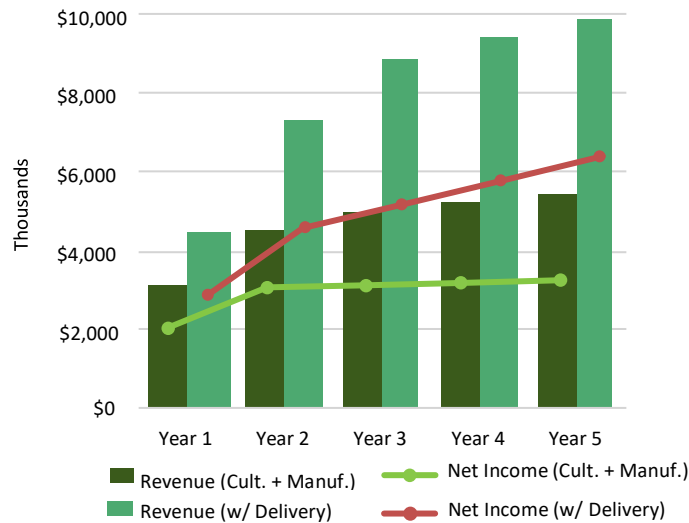
We will also be utilizing the “sea-of-green” (SOG) cultivation method, as opposed to the more commonly utilized “screen-of-green” (SCROG) method. The SCROG method involves carefully pruning, topping, and training a plant in order to make it bushier and produce many flowering colas. SCROG method is commonly utilized in states where plant counts are legally limited, thus requiring cultivators to try to maximize per-plant yields. In Massachusetts, there is no cap on the number of plants that a facility can produce – only a cap on square footage. The SOG method allows us to pack plants tightly together and focus the plant’s energy on a single main cola, without needing to significantly prune, top, or train the plants. This leads to a significant reduction in labor costs, as well as increased yields per square foot of canopy.

Delivery

In 2021, Uproot sought a Delivery Endorsement from the CCC. By 2022, we became the second recreational cannabis entity in Massachusetts licensed for direct-to-consumer deliveries. This strategic move is poised to significantly enhance our revenue streams and boost profit margins. It grants us the versatility to retail our cultivated flower and manufactured goods directly to customers, as opposed to being confined to wholesale transactions with dispensaries.

The financial implications of our delivery service will be intrinsically tied to the ratio of sales conducted through direct delivery versus wholesale. Our overarching objective is to prioritize the sale of products at retail prices, pivoting to this model wherever delivery sales yield superior margins compared to wholesale.

The subsequent graph delineates potential variations in gross revenues and profit based on our chosen sales strategy—direct delivery versus exclusive wholesale. This projection, for illustrative purposes, holds our cultivation capacity constant at a single-site operation, without factoring in potential future expansions. It's pertinent to note that while these figures posit simultaneous commencement of cultivation and delivery functions, our strategic roadmap envisions operationalizing delivery and product manufacturing ahead of cultivation.



Projected figures indicate that the integration of delivery operations holds the potential to elevate Uproot's revenues and net income by a substantial 50% - 85% from the second year onward. This optimistic forecast is rooted in the anticipated decline of wholesale prices in the foreseeable future.

Historical trends and market analysis suggest that while wholesale flower prices might plateau around the \$1,500/lb mark, retail quantities present a contrasting narrative. Retail prices for the product are projected to stabilize in the bracket of \$4,500 to \$5,000/lb. This pricing forecast is consistent with patterns observed in other well-established cannabis markets.

Opting for a direct delivery model serves as a bulwark against the repercussions of dwindling wholesale cannabis prices. By employing this model, Uproot can anticipate a persistent ascent in net income. Conversely, adhering strictly to a wholesale model without diversifying the sales channels would mean that net income remains relatively stagnant, barring any significant operational expansion.

Moreover, the lucrative prospect of selling products at retail prices, enabled by the delivery model, presents a compelling case for the company's further growth. Such a strategic move not only justifies but also accelerates the expansion of Uproot's product range and cultivation canopy. The returns on these investments, under the retail pricing model, are not only faster but also more assured.

Additionally, adopting a vertically integrated operational structure provides Uproot with a distinct competitive edge. This holistic approach ensures that Uproot is poised to operate with greater profitability margins compared to other market players solely involved in cultivation or product manufacturing without a retail facet. This strategic diversification underscores Uproot's resilience and positions the company advantageously, ensuring its continued prominence as the cannabis market evolves and matures.

Marketing Plan

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google’s policy prohibits ads that promote “substances that alter mental state for the purpose of recreation.” Facebook restricts any “illegal, prescription, or recreational drugs.” And Twitter bans “illegal drugs” as well as substances that cause “legal highs.” Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The marketing and sales strategy of Uproot will be based on generating long-term personalized relationships with distributors and retailers, as well as capturing organic exposure through the press. Press will be especially emphasized when the company receives approval to begin direct-to-consumer deliveries.

Our marketing and advertising strategy includes:

- **Meeting with distributors and retailers**
- **E-mail Marketing**
- **Business events and conferences**
- **Business and industry associations**
- **Brand development**
- **Displays at retail locations**
- **Website development with search engine optimization**
- **Cannabis business directories and platforms**

Table 3. Cannabis business directories

WEEDMAPS https://weedmaps.com/	Over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 8 million total visits each month.
LEAFLY https://www.leafly.com/	Leafly is a cannabis information resource for finding the right strains and products.	Leafly has 226 thousand total visits each month.

04



Operating Plan

Cultivation and Manufacturing

The Facility

Tracking Solution

Cultivation and Manufacturing Facilities

The company will operate from a leased warehouse located at 41 Fremont St, Worcester, MA.

A high-res version of the architectural floor plan is attached to this document.

At launch, the facility will include:

- Vegetative Growth Room
- 4 Flowering Rooms
- Drying & Curing Room
- Storage Vault
- Trimming Room
- Packaging / Processing Room
- Delivery Dock
- Security / IT room
- Employee Break Room
- Offices

Future additions to the facility will include:

- Cannabis Infused product production room / commercial kitchen
- Extraction room

Cultivation

Warehouse Design

- A. A warehouse environment provides maximum environmental control, and therefore the most reliable and consistent cannabis crops can be produced in a properly designed warehouse grow room.
- B. Without natural light, warehouse grow rooms depend on intelligent grow lights which need to replicate the parts of the sunlight spectrum that the cannabis plants need at each stage of growth.
- C. Air filtration and circulation systems are essential for controlling heat buildup and eliminating exhaust odors. The HVAC system is designed in conjunction with the grow lights because lighting systems emit large amounts of heat.
- D. There are various irrigation methods that are appropriate for growing cannabis in a warehouse. Uproot will be using 'drip-to-drain' irrigation, with coco-choir as a hydroponic medium.
- E. The irrigation system is designed with an in-line fertigation system by dosatron, which delivers fine-tuned amounts of nutrients to the plants depending on their stage in the life cycle.
- F. An integrated environmental control system will monitor temperature, lighting, air circulation, humidity and irrigation systems, providing real-time SMS alerts and monitoring capabilities.
- G. A computer-controlled CO2 injection and monitoring system will be utilized. Uproot has purchased a comprehensive CO2 monitoring and injection system by Titan Controls.
- H. Uproot will be utilizing a multi-tiered canopy with rows of mobile racking, which allows for efficient utilization of the available building footprint and legally available canopy. The flowering

rooms will be 2-tiered, and the vegetative room 3 tiers. The facility has 24-foot ceiling heights, allowing the company to expand even further vertically to increase available canopy.



Two-tiered flowering rooms with a similar design to Uproot's facility.

Lighting

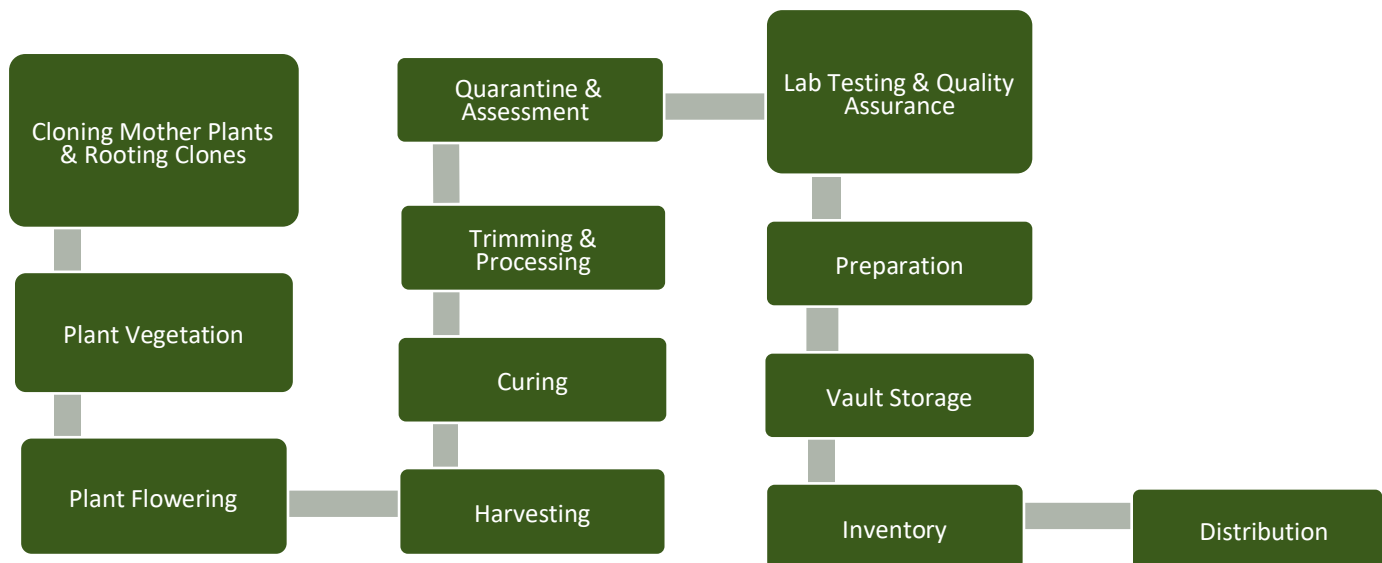
The Company will use 2-tier industrial pallet racking in the flower rooms, and 3-tier pallet racking in the vegetative growth room, with 650 watt LED fixtures for flowering plants, and 400 watt LED fixtures for vegetative growth. A multi-tiered vertical system allows us to maximize our square footage by taking advantage of the vertical space in the facility. With a crop as valuable as cannabis, this directly equates to much higher profits and increased operational efficiency, in contrast to the industry standard of single-tiered layouts with rolling benches and 1000 Watt HPS lighting fixtures.

Uproot has purchased LED fixtures directly from an OEM agricultural lighting manufacturer in China (Guangzhou NaLite Intelligent Lighting). The LED fixtures exceed the efficiency and output of the current industry-leading commercial LED fixtures (Gavita Pro 1700e and Fluence Spyder 2i) at approximately 1/3 the cost. Uproot received two sample units from NaLite, and measured the PAR output (μmol) and efficiency ($\mu\text{mol/s per watt}$) of the units. The measurements matched the manufacturer's advertised specs, and outperformed units tested from Gavita and Fluence. An order was subsequently placed for 200 650-watt flowering fixtures and 104 400-watt fixtures for vegetative lighting.



Phases of Production

- 1st stage: taking and rooting clones / clone propagation (2 weeks)
- 2nd stage: Vegetation 1 (2 weeks)
- 3rd stage: Flowering (8 weeks)
- 4th stage: processing/trimming (3 days)
- 5th stage: drying and curing (11 days)
- Total elapsed time: approximately 14 weeks



Delviery

Direct-to-consumer deliveries are expected to commence immediately upon final approval by the CCC. The company may decide bootstrap the delivery service by purchasing wholesale from other suppliers if the company has yet to achieve its first harvest.

Upon launching the delivery service, the company plans to deliver the following items:

1. Cannabis flower pre-packaged in 1/8 oz containers.
2. Cannabis pre-rolls containing 0.5g, 0.75g. or 1g of cannabis flower per pre-roll.

As Uproot's product line expands, the company plans to expand its delivery offering accordingly, and pursuant to 935 CMR 500.145.

Uproot will utilize a third-party technology provider to allow the company to accept delivery orders, verify customer age, facilitate driver assignment and navigation, and ensuring the ongoing software-

enforced restriction of deliveries to restricted areas, such that orders cannot be placed from or delivered to these CCC-restricted areas.

All sales shall be tracked using the Seed-to-sale SOR as designated by the commission. Currently, the commission requires that licensed cannabis companies use METRC software. Uproot may need to restrict the time for delivery to comply with all municipal bylaws and ordinances. Uproot plans to operate its delivery operations from 9:00 A.M. until 9:00 P.M. where permissible, 7 days per week.

Orders

All orders for deliveries made by Uproot shall comply with the following requirements:

1. All Marijuana and Marijuana Products delivered by Uproot shall be produced by Uproot, LLC.
2. Only Marijuana Products that are Shelf-stable will be delivered. Products that are perishable or time and temperature controlled to prevent deterioration shall not be delivered.
3. Uproot will deliver only to the Residence address provided. Uproot will not deliver to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>. Uproot plans to strictly enforce this both as a policy as well as within the ordering software.
4. Uproot shall only deliver items for which a specific order has been received. Uproot shall not deliver Delivery Items without a specific order destined for an identified Residence. Uproot plans to receive orders via a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(e).
5. Uproot shall not deliver more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order shall not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). Uproot shall only deliver one Individual Order, per Consumer, during each delivery.
6. Uproot shall not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.
7. For home delivery, each order shall be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation to the customer.
8. Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back Uproot's facility once all other deliveries included on a delivery manifest have been made.

Consumer Age Verification

Uproot shall require any customer making a purchase for delivery to have a valid government-issued identification card that the customer intends to use to verify their age at the time of delivery examined and authenticated prior to an individual order.

Uproot plans to pre-certify customers' identification by utilizing an API supplied by a third-party technology provider prior to customers placing an order through the third-party software-based

ordering platform. If the commission deems this service inadequate, Uproot plans to utilize a different commission-approved electronic means of identity pre-certification.

Deliveries shall only be made to the Person who ordered the Delivery Items, and whose name appears on the provided and verified government-issued identification. Customer age shall be verified at the time at which the delivery is made to the Consumer at a Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall verify that the government-issued identification card of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:

1. Viewing the government-issued identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Delivery Items and verifying that the signature matches the government-issued photo identification card presented.

Vehicles and Transport

Vehicles used for delivery shall be owned or leased by Uproot, shall be properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts. The vehicles shall carry liability insurance in an amount not less than \$1,000,000 combined single limit. The company's current plans involve the lease of Chevrolet Spark vehicles, which will be properly outfitted in order to be compliant with CCC regulations.

Uproot plans to keep delivery vehicles parked at its principal address, including additional leased parking area if required. The company shall ensure that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.

All vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products. Delivery Items may not be visible from outside the vehicle, and all items shall be transported in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). Uproot shall maintain, in each vehicle used for deliveries, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. This compartment shall be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.

Uproot shall ensure that all delivery routes remain within the Commonwealth of Massachusetts at all times. The company shall instruct its third party technology provider to randomize the delivery routes provided to drivers whenever possible.

Manifests.

Every home delivery shall have a manifest produced by Uproot. Uproot plans to utilize a mobile application designed by a third party technology provider in order to allow drivers to enter all required manifest information. The manifest shall be digitally signed by the Consumer receiving the Marijuana or

Marijuana Products and the Marijuana Establishment Agent acting on behalf of Uproot. A signed manifest shall serve as the written record of the completion of the delivery. Uproot shall maintain a record of the sale of all Delivery Goods.

The manifest shall include:

1. The name, address, and License number of Uproot;
2. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
3. The Consumer's name and address;
4. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;
5. Signature lines for the agents who transported the Marijuana or Marijuana Products;
6. A signature line for Consumer who receives the Marijuana or Marijuana Products; and
7. Uproot's delivery vehicle make, model, and license plate number.

The manifest shall be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. Uproot shall retain all transportation manifests for no less than one year and make them available to the Commission on request.

The Facility

Physical Building

The physical address of our cultivation and manufacturing facility will be 41 Fremont St, Worcester MA. The company has acquired a special use permit from the city of Worcester to operate a cannabis cultivation, manufacturing and delivery business at the location. The company was forced to relocate from its previous location due to a structural issue. The new location is more desirable and will allow the company to commence operations more quickly. The company has transferred its location of record with the CCC.

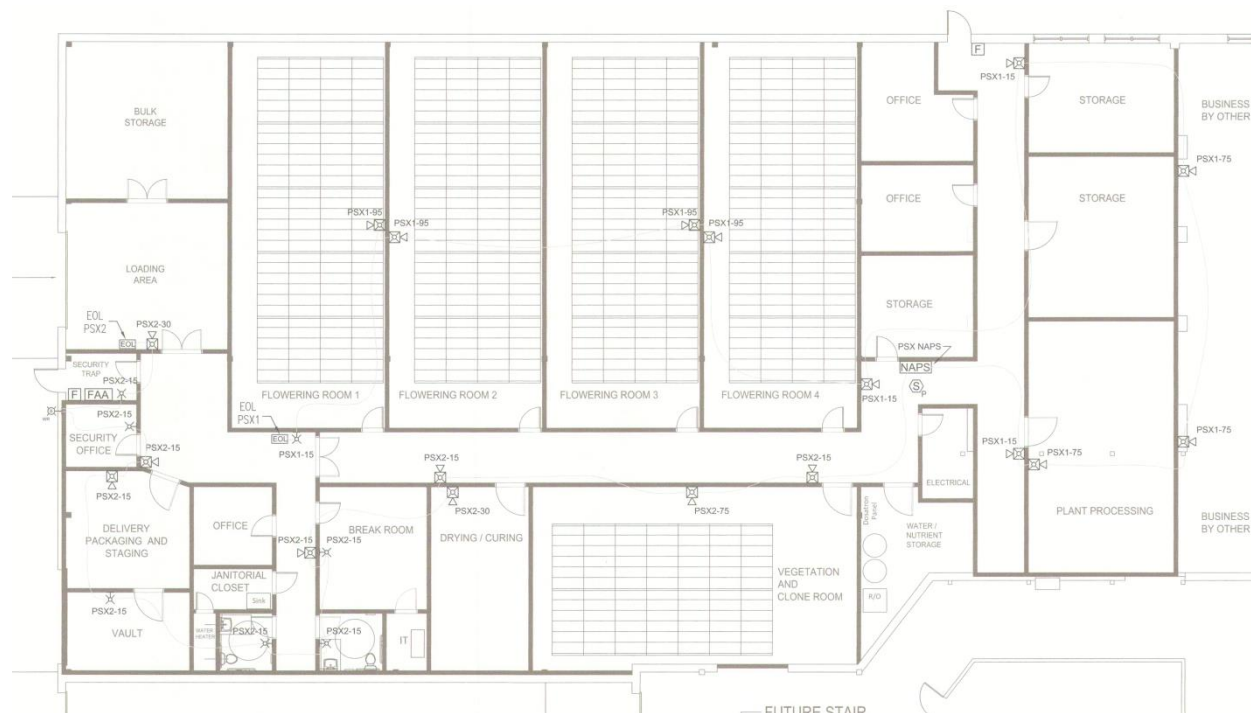
The ground floor of the facility spans approximately 10,500 square feet, with an additional 2800+/- square feet available in an adjacent space where we plan to build out our extraction / infusion operations.

The facility is located in a light industrial area that includes manufacturing and industrial businesses. Located on a large lot, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility is housed in a building that does not adjoining high-use public areas, has secure means of ingress and egress, is in an area of low vehicular traffic, is not located near any schools, freeways, residential housing, or places of worship.

A site plan (attached) showing the entire structure, including the streets, parking lot, other tenants within the facility, and any other entities that physically border the establishment is shown in an attachment to this document.

Floor Plan

A higher resolution architectural floor plan is attached to the appendix of this document.



Security

In accordance with CCC regulations, we have contracted with a security company to design and install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and access control.

During operating hours, we will have at least one on-site security guard operating from the security office.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. They will also be responsible for monitoring and screening all persons entering and exiting the facility. Any incidents qualifying as irregular or suspicious will be handled immediately.

Internal Access-Point Control

Movement through the facility will be tightly controlled. All main access doors and doors to the cultivation and processing rooms will require key cards. Only permitted employees will be allowed to enter the facility.

Video Surveillance

We have employed Platinum Security to design our security system in accordance with the standards set out by the CCC. We will employ state-of-the-art external and internal cameras, with 2k resolution. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped

with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms.

Tracking Solution

The company is required by state law to use the “metrc” seed-to sales tracking solution for every level of the business, which allows the company to remain compliant while also helping to identify key data points to streamline and optimize inventory management at each phase of the operation: cultivation, processing, destruction and waste, transportation, lab testing and dispensing. The solution includes the following modules:

Yield Forecasting – Monitoring and analyzing the harvest data to optimize for larger yields.

Grower-Centric – Customizing workflows to support the weighing of multiple plant by-products (wet or dry), plus multiple data collection points and ability to grade product quality upon curing.

Analyze Efforts – Monitoring Pesticides and Nutrients applied, log Strain Notes detailing light and watering cycles, plus review Past Harvest Data to optimize your future yields.

Conversion Tracking – Converting products into single or multiple by-products, while maintaining a complete chain of custody, logging cost per gram calculations and product notifications/recalls.

Transport Manifests – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

Product Details – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, plus a reactive expiration date that can lock a product if it’s past expiration.

Inventory Management – System will document all plants received, extracted concentrates distributed and sold, destroyed or in-process with independent testing laboratories. The amount, type, date and batch number will be documented in accordance with the state laws and regulations. As we store and distribute cannabis concentrates, each move in the supply chain will be detailed and documented. Access to this system will be limited to authorized agents and department/government officials.

05



Organizational Structure

Personnel Plan
Management

Personnel Plan

From the outset, we are committed to recruiting only qualified people to man various positions in our company. We hope to leverage on their expertise to build our brand to be well respected in the cannabis market. The company expects to fill the following positions within the first year of operations:

- **Operations Manager**
- **Master Grower**
- **Assistant to master grower**
- **Trimming, hourly**
- **Plant maintenance and general labor**
- **Manager, Extraction Services**
- **Extraction Tech Specialists**
- **Manufacturing Specialists**
- **Admin and Logistics Personnel**
- **Sales & Marketing Personnel**

Training Plans

1. Train employees at time of hire on business operations and compliance.
2. Train employees regularly after hire.
3. Training plan and training log will be available for inspection on the licensed premises.
4. Any person entering data into the Cannabis Tracking System (CTS) first be trained by the CTS administrator for the licensee.
5. All individuals will be required to have a valid Cannabis Worker Permit complete the required training and maintain their permit while working on behalf of the Licensee.

Management

Dr. David J. Aiello – CEO

Dr. Aiello is a chiropractor who has been practicing and living in Massachusetts for two years. He spent 4 years obtaining a pre-med degree at the University of Rhode Island and went on to spend another 4 years studying Chiropractic medicine at the National University of Health Sciences in Florida before returning to New England to begin practicing. He has founded several successful startups, including a technology company and consumer goods company.

Andrew Czarnecki, MS – COO

Andrew has served as principal electrical engineer at Cambridge Consultants, and previously worked as an electronics design engineer at Draper Laboratory in Cambridge. He attended Northeastern University, where he earned a master's degree in electrical engineering. He has also served as a mentor to technology startup companies at Masschallenge in Boston. Andrew will oversee the site's operations and serve as chief operating officer.

Michael Aiello, MBA – CFO

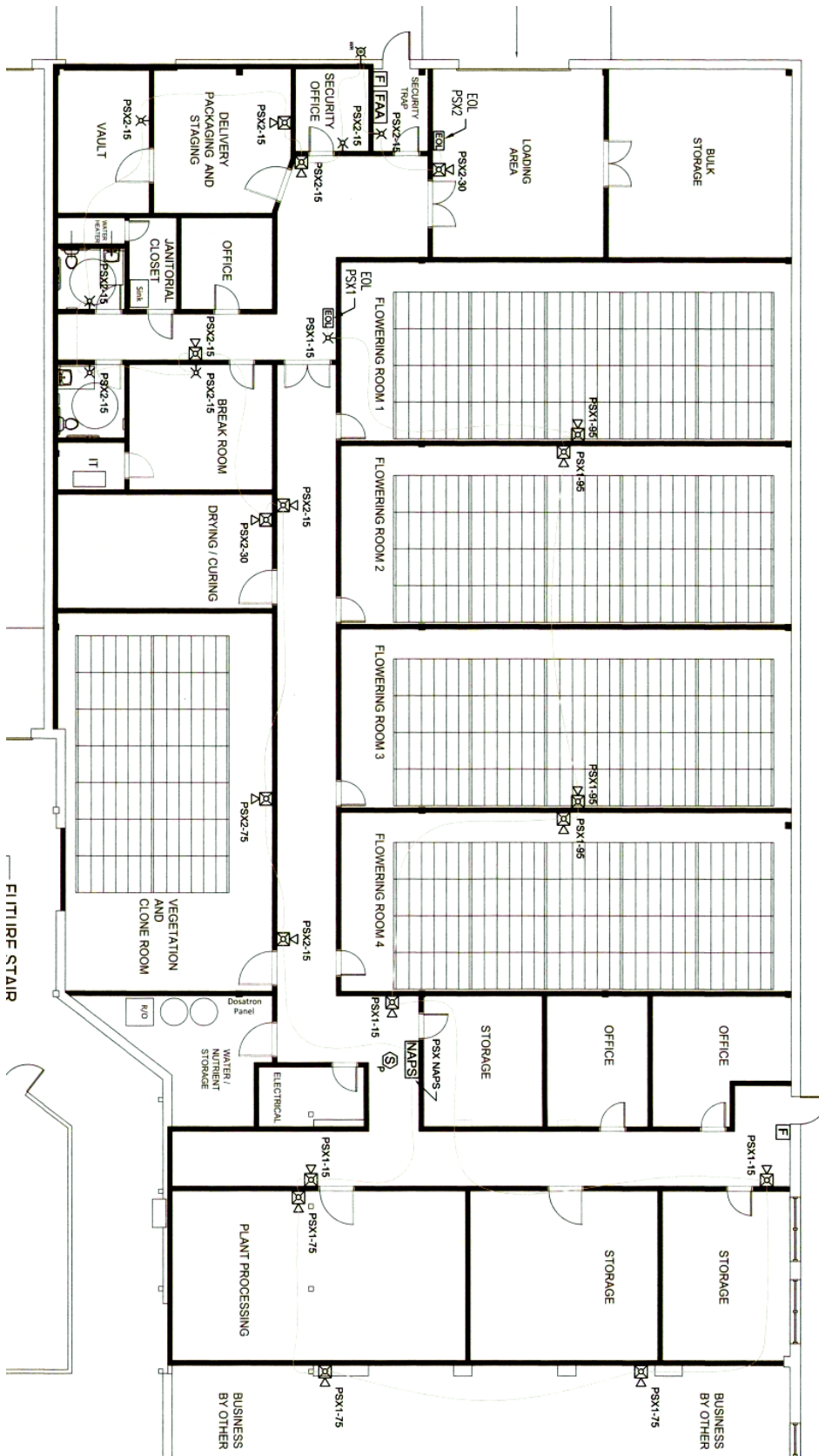
Michael Aiello earned his Master of Business Administration degree at Johnson and Whales University, and has served in management roles at Nortek, Inc and Providence College. He assumes the role of Chief Financial Officer at Uproot and is responsible for the company's finances.

06



Appendix

Exhibit A: Floorplan



Plan for Obtaining Liability Insurance:

Uproot LLC (the “Company”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall 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, or such amount as otherwise approved by the Commission.

The deductible for each policy shall be no higher than \$5,000 per occurrence. Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “Liability Insurance Escrow Account”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

This policy may also be referred to by the Company as the “Liability Insurance Policy”.



Producer Information			
Company:	MFE Insurance		
To:	Nick Pursel		
First Named Insured			
Insured Name:	Uproot, LLC		
Mailing Address:	41 Fremont St , Worcester, MA 01603		
Electronic Mail			
Policy Quote			
Insurer:	Knight Specialty Insurance Company		Underwriter: Andrea Gonzalez
Quote #:	QST-SB-2169		
Eff. Date:	1/17/2025	TO	1/17/2026 12:01 am Standard

PREMIUM BREAKDOWN:

General Liability

Premium:	\$500.00
Policy Fee:	\$100.00
Surplus Lines Tax:	\$20.00
Total Including Fees & Taxes:	\$620.00

Product Liability

Premium:	\$1,500.00
Policy Fee:	\$100.00
Surplus Lines Tax:	\$60.00
Broker Fee:	\$200.00

Total Including Fees & Taxes: \$1,860.00

Total Premium Excluding Fees & Taxes: \$2,000.00

Total Premium Including Fees & Taxes: \$2,480.00

- 25% Minimum Earned Premium will apply; Premium is 100% Minimum and Deposit

TRIA is an additional 10% of the Total Premium Excluding Fees & Taxes

Common Forms	
QS IL DS 00 07 24	Common Policy Declarations
QS IL 00 01 02 24	Common Policy Conditions
IL P 001 01 04	OFAC Advisory Notice to Policyholders
QS IL 01 00 02 24	Additional Exclusions, Terms, and Conditions
IL 09 35 02 24	Exclusion of Certain Computer-Related Losses
IL 09 53 10 22	Exclusion of Certified Acts of Terrorism
QS IL 00 02 12 18	Service of Process
QS IL 10 00 07 24	Electronic Notice Endorsement

Location Schedule		
Location	Building	Address
1	1	41 Fremont St Worcester, MA 01603

Quotation Terms & Conditions

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms offered may not be the same or as broad as requested in your application. Please review this Quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This Quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may affect coverage.
5. This Quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. This includes, but is not limited to, in-person property inspections where photos or videos may be required and drone inspections of the roof if applicable. Failure to cooperate by the applicant may affect coverage.
7. This insurance contract is issued pursuant to the state insurance laws by an insurer neither licensed by nor under the jurisdiction of the State's Insurance Department ("Surplus Lines Insurer"). This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the Surplus Lines Insurer, losses will not be paid by the state insurance guaranty fund.
8. This Quotation is valid for 30 days or until the effective date shown above.

Subjectivities

This Quotation is subject to receipt, review and acceptance of the following items. Any and all forms required for state surplus lines laws are due at binding, other items are due within 10 days of binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed QuadScore Supplemental Application signed by an owner or executive officer of the insured.
3. Signed and fully completed Terrorism Disclosure Notice by an owner or executive officer of the insured.
4. Any and all forms required for state surplus lines laws signed & completed - due at time of bind.
5. Currently valued 3 year loss runs.
6. P&L statement for the previous policy period

Failure to produce the above subjectivities within 10 days of binding will result in a Direct Notice of Cancellation

Documents Required to Bind Coverage

1. Additional binding questions (below)
2. Signed Electronic Notice Endorsement Form

Additional Binding Questions

1. Does the applicant do business under a different name than their legal name?
No
2. If "Yes" to #1, what is the Doing Business As name?
3. Please provide the insured's site inspection contact email and phone number.
Daiellojr@gmail.com 4016998079
4. What is the applicant's current insurance status? (Coverage In Force, New Venture, or Coverage Expired)
41 Fremont St Worcester MA 01603
5. If "Coverage Expired" to #4, when did the applicant's latest policy expire?
6. Does the insured have security guards on-site?
No
7. If "Yes" to #6, are they on-staff or third-party?
8. Are there any firearms on the insured premises (including firearms carried by security guards)?
No

COVERAGE BREAKDOWN:

General Liability		Knight Specialty Insurance Company			
Occurrence Form		Coverage Limits	Premium	Rating	Exposure Basis:
Each Occurrence		\$1,000,000	\$ 500.00	Sq Footage	\$0
General Aggregate		\$2,000,000			1,500
Products Completed Operations		Excluded			
Personal & Advertising Injury		\$1,000,000			
Damage to Premises Rented to You		\$250,000			
Medical Payments		Excluded			
Hired and Non-Owned Auto Endorsement		Excluded			
Assault & Battery Endorsement		Excluded			
Employee Benefits Liability		Excluded			
Deductible		\$2,500 (Per Claim)			

Commercial General Liability Forms

QS GL 00 02 07 24	Commercial General Liability Declarations Page
QS GL 00 01 02 24	Commercial General Liability Coverage Form
QS GL 10 01 08 23	Additional Exclusions, Terms, Conditions, Warranties Cannabis Business Liability
QS GL 10 07 04 19	Assault Or Battery Exclusion
QS GL 10 03 10 18	Absolute Weapons Exclusion
QS GL 10 04 10 18	Animals Exclusion
QS GL 10 05 08 23	Residential Occupancy Exclusion
QS GL 10 22 10 18	Employees Of Independent Contractors Exclusion
QS GL 10 25 02 24	Limitations And Exclusions For Special Events
CG 21 53 01 96	Exclusion - Designated Ongoing Operations
QS GL 10 09 02 24	Injury To Contractors Exclusion
CG 40 32 05 23	Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAs)

COVERAGE BREAKDOWN:

Products Liability		Knight Specialty Insurance Company				
Claims Made Form		Coverage Limits	Premium		Rating	Sales Basis
Each Claim/Policy Term Aggregate		\$1M/\$2M	\$	1,500.00	Sales	\$ 150,000
Deductible		\$2,500 (Per Claim)				
Endorsements						
Product Withdrawal		Excluded				
Deductible (PW Specific)		N/A				
Retroactive Period*		Date:	1/17/2024			

*Must provide loss runs and PL dec pages through requested retro date

Products Liability Forms	
QS PL 00 01 07 24	Product Liability Declarations Page
QS PL 00 03 02 24	Products/Completed Operations Liability Coverage Form
QS PL 10 11 04 20	Proposition 65 Warnings Exclusion
QS PL 10 16 04 20	Online Sales Limitation - Intrastate Only
QS PL 10 15 10 22	Continuous or Progressive Injury and Damage Exclusion Form
QS PL 10 12 06 24	Specified Products Exclusion
CG 34 95 05 23	Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAs)



QUADSCORE
INSURANCE SERVICES

QUADSCORE INSURANCE
SERVICES LLC

CANNABIS OPERATOR
INSURANCE APPLICATION

(877) 820-3111
info@quadscore.com

APPLICANT'S INSTRUCTIONS:

1. Review the information stated in sections 1-5. Communicate any changes to your underwriter.
2. Please provide/confirm the information in sections 6-10. Communicate any changes to your underwriter.
3. Sign and date to confirm all presented information (by the owner, partner, or officer not earlier than 90 days before the effective date of coverage.)

Section 1: General Information

Legal Business Name: Uproot, LLC
Mailing Address: 41 Fremont St , Worcester, MA 01603
Effective Date: 1/17/2025
Has the applicant or principal filed for bankruptcy in the last 5 years? ☐ Yes ☒ No
Last 12 Months Sales: \$0.00 Next 12 Months Projected Sales: \$150,000

Section 2: Loss History

Has the applicant ever had any violations which have resulted in business closure or license suspension?
☐ Yes ☒ No
In the last five (5) years, have any claims been made against any person(s) or organizations to be covered under this insurance?
☐ Yes ☒ No
Is the applicant aware of any incidents that could give rise to a claim? ☐ Yes ☒ No

Section 3: Coverage

Included Coverages ☒ General Liability ☒ Product Liability ☐ Property ☐ MI Attestation J or Cannabis Liability

General Liability Details

Limits	Deductible	HNOA	A&B
\$1M/\$2M	\$2,500	No	No

Products Liability Details

Limits	Retroactive Date	If Retro Included, no lapse?	Product Withdrawal
\$1M/\$2M	1/17/2024		No Limit and Deductible

Section 4: Property (if multiple locations or crop coverage, only complete QuadScore SOV)

Will all scheduled locations be open and operational as of the effective date? ☒ Yes ☐ No

If no, please provide details and expected date(s) of opening as applicable

If any renovations, repairs, or construction is planned or in progress, please describe it

Please confirm all premises with property coverage are either less than 20 years of age or have had updates to plumbing, HVAC, wiring, and roofing within the past 20 years ☐ Yes ☐ No

What type(s) of cultivation bulbs are used? No Cultivation

Please list all solvents used in processing/extraction operations No processing/extraction operations utilizing solvents

Are any of the scheduled buildings greenhouses? N/A

Section 5: General Confirmations

Does the applicant obtain Certificates of Analysis evidencing that product testing was performed either by the original manufacturer or the direct supplier?
☒ Yes ☐ No

Does the applicant manufacture, label, or relabel any of the products that it sells? ☐ Yes ☒ No

Does the applicant engage in sale of any products containing artificially synthesized cannabinoids, including but not limited to Delta-8 THC, Delta-10 THC, HHC, THCP, or THC-O Acetate? ☐ Yes ☒ No

Broker Name: Nick Pursel Brokerage Name: MFE Insurance

Section 6: Additional Insureds

Additional Insured 1

For which coverages is the additional insured being requested?

☐ General Liability	☐ Product Liability	☐ Property			
Reason for interest:					
☐ Landlord	☐ Leased Equipment	☐ Mortgagee	☐ Vendor	☐ State or Government Agency	
Name: _____					
Address: _____					
Additional Insured 2					
For which coverages is the additional insured being requested?					
☐ General Liability	☐ Product Liability	☐ Property			
Reason for interest:					
☐ Landlord	☐ Leased Equipment	☐ Mortgagee	☐ Vendor	☐ State or Government Agency	
Name: _____					
Address: _____					
Additional Insured 3					
For which coverages is the additional insured being requested?					
☐ General Liability	☐ Product Liability	☐ Property			
Reason for interest:					
☐ Landlord	☐ Leased Equipment	☐ Mortgagee	☐ Vendor	☐ State or Government Agency	
Name: _____					
Address: _____					

Section 7: Michigan-Only Details

[illegible]

Section 8: Property Details

[illegible]

Section 9: Inspection Contact Information

By signing below, the applicant acknowledges and consents to the inspection of the locations noted below. The applicant further acknowledges and consents that any

site conditions observed at the time of the inspection or as documented within an inspection report shall not result in any waiver by the Surplus Lines Carrier, based on the notice or otherwise, of any material requirement of the coverage placed. The inspection team will reach out within three days of receipt of this document, and inspections may include a walk-through into and photography of the sensitive areas (i.e. grow rooms, safe/vault rooms) of the insured facility. Inspections will require the on-site contact to be very familiar with operations. No inspection reports will be shared outside of QuadScore Insurance Services unless requested by the applicant. Please fill the below schedule with the complete site contact information for each location to be inspected to ensure that inspections are scheduled with minimal disruption to operations.

Location	Address	Inspection Type(s)	Site Contact Name	Site Contact Phone	Site Contact Email
1	41 Fremont St Worcester, MA 01603				

FRAUD STATEMENT

NOTICE TO ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, CONNECTICUT, DELAWARE, GEORGIA, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NORTH CAROLINA, NORTH DAKOTA, OREGON, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TEXAS, UTAH, VERMONT, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING APPLICANTS: In some states, any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company, or other person, files an application for insurance or statement of a claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

I understand that by signing below, I am agreeing that: all statements on this application are true and complete; no information has been suppressed or withheld; the information herein and the truthfulness thereof will be the basis of any insurance provided by the company.

This application does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

The information provided by you or your representatives in all applications, submissions, or otherwise during the underwriting process concerning the nature of the operation of your business is material to the process of underwriting, pricing, and the offer of any policy. If a policy is offered it is being offered subject to the accuracy of the information we have received related to the nature of your business operations as well as any representations or warranties made by you or on your behalf. This application will be made a part of any policy offered.

☒ **Please check the box to the left to confirm you have read and understood the above information.**

REQUEST TO BIND

Request to Bind: The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

Required Notification of Any Changes: The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify QuadScore, LLC of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

Applicant Warranty: The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided.

This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

The applicant, by signing below, acknowledges that failure to submit payment by the 20th day after policy inception will result in a Direct Notice of Cancellation.

Applicant Name: David Aiello

Signed By: Dave Aiello CEO
(Please type or print name and title)

Signature: 
Dave Aiello (Jan 12, 2025 15:48 EST)

Date: 01/12/2025

(Must be signed and dated by a Principal or Officer of Applicant)

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from certified acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the attorney General of the United States - to be an act of terrorism.

This quotation offers coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA).

Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events or other than certified acts of terrorism.

Under the formula, the United States government generally reimburses a specified percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The percentage of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage for which such insurance company will be reimbursed by the United States government is:

85% for losses occurring in 2015	82% for losses occurring in 2018
84% for losses occurring in 2016	81% for losses occurring in 2019
83% for losses occurring in 2017	80% for losses occurring in 2020

The premium charged for the coverage quoted herein does not include any charge for that portion of any terrorism loss to be paid by the United States government.

TRIPRA contains a USD100 billion cap limiting United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD 100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, the coverage quoted herein may be reduced.

In the event that the Insured declines to purchase TRIPRA coverage, the policy will contain an Exclusion of Certified Acts of Terrorism.

This quotation offers coverage for loss caused by "certified acts of terrorism" as defined by the Act. That part of the total premium amount quoted here by the insurer that is attributed to coverage pursuant to TRIA, is estimated below or noted in your quote.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE	
	I hereby elect to purchase terrorism coverage for a premium of \$_____ (or as stated in the premium section of quotation.)
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Dave Aiello (Jan 12, 2025 15:48 EST)

Policyholder's Signature

01/12/2025 Dave Aiello

Date Signed

Print Name

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC NOTICE ENDORSEMENT

This endorsement modifies insurance provided under all Coverage Forms.

It is hereby understood and agreed by you that, only where otherwise permitted by applicable laws and/or regulations and with your express consent as indicated by your signature below, all notices to be sent by us to you pursuant to the terms of this policy, including but not limited to notices of cancellation, non-renewal or changes in coverage, will be sent, in place of the methods specified in the policy, by us to you by electronic mail (e-mail) to the e-mail address set forth below or to any substitute or new e-mail address that you advise us of in writing.

E-Mail Address for Notice to You: daiellojr@gmail.com

The Named Insured set forth in the Declarations as the Named Insured hereby agrees and consents to the receipt of electronic notice as stated above.

Named Insured: David Aiello

Signed By: Dave Aiello CEO

(Please type or print name and title)

Signature: 

Dave Aiello (Jan 12, 2025 15:48 EST)

(Must be signed and dated by Principal or Officer of Applicant)

Date: 01/12/2025

All other terms, conditions, provisions, and exclusions of this policy remain the same.

Uproot LLC- Renewal E-Sign

Final Audit Report

2025-01-12

Created:	2025-01-09
By:	MFE Insurance (contact@mfeinsurance.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATV0CuHvN3ZB4M8REfLG8IGsDdjXmQpBM

"Uproot LLC- Renewal E-Sign" History

-  Document created by MFE Insurance (contact@mfeinsurance.com)
2025-01-09 - 3:15:14 PM GMT- IP address: 68.58.161.184
-  Document emailed to Dave Aiello (daiellojr@gmail.com) for signature
2025-01-09 - 3:15:21 PM GMT
-  Email viewed by Dave Aiello (daiellojr@gmail.com)
2025-01-10 - 5:29:40 PM GMT- IP address: 66.102.8.132
-  Email viewed by Dave Aiello (daiellojr@gmail.com)
2025-01-12 - 8:28:03 PM GMT- IP address: 66.102.8.128
-  Document e-signed by Dave Aiello (daiellojr@gmail.com)
Signature Date: 2025-01-12 - 8:48:01 PM GMT - Time Source: server- IP address: 24.250.26.252
-  Agreement completed.
2025-01-12 - 8:48:01 PM GMT

Personnel Policies Including Background Checks

Uproot LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free.
- (2) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (3) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (4) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (5) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials 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 the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- (6) The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its website.
- (7) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- (8) The Company shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals shall:
 - (a) be 21 years of age or older;
 - (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- (9) An application for registration of a marijuana establishment agent shall include:

- (a) the full name, date of birth, and address of the individual;
- (b) all aliases used previously or currently in use by the individual, including maiden name, if any;
- (c) a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- (d) an attestation that the individual will not engage in the diversion of marijuana products;
- (e) written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- (f) background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;
- (g) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (h) any other information required by the Commission.

Magic Dragon will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935

CMR 500.800, Magic Dragon will: 1) comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination; 2) consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Magic Dragon will consider the following factors:

1. Time since the offense or incident;
2. Age of the subject at the time of the offense or incident;
3. Nature and specific circumstances of the offense or incident;
4. Sentence imposed and length, if any, of incarceration, if criminal;
5. Penalty or discipline imposed, including damages awarded, if civil or administrative;
6. Relationship of offense or incident to nature of work to be performed;
7. Number of offenses or incidents;
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
10. Any other relevant information, including information submitted by the subject; and
11. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Upon adverse determination for a particular applicant, Magic Dragon will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Magic Dragon along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and other guidance provided by the Commission.

Magic Dragon will cause its background screening to be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission. Any references provided

by the marijuana agent will be verified at the time of hire. As deemed necessary, individuals in to be hired for key Magic Dragon 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 and/or colleagues. As a condition of continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by Magic Dragon or the Commission.

- (10) An executive of the Company registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
- (11) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.
- (12) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (13) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- (14) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (15) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (16) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination;

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall 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. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan:

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Sales Manager;
- Cultivation Manager;
- Production Manager; and
- Security Manager.

Staff Level

- Up to fifteen (5) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Cultivation and Production Associates

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

Hiring and Recruitment

Magic Dragon's Human Resource Manager will engage the executive management team and supervisory staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Magic Dragon's hiring practices and policies will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance;
2. Magic Dragon's Diversity Plan;
3. Magic Dragon's Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements; and
9. Non-Disclosure and Non-Complete Agreements

Standards of Employee Conduct

Magic Dragon's mission is to provide a professional workplace free from harassment and discrimination for employees. Magic Dragon has a zero-tolerance policy on harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic contravenes Magic Dragon's Code of Conduct. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment includes any verbal or physical conduct that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; 2) as the purpose or effect of unreasonably interfering with an individual's work performance; or 3) adversely and unjustifiably affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees directed at Magic Dragon employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. The Worcester Police Department and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at Magic Dragon's Worcester facility by employees, customers, or any other

parties. Agents (including employees) found carrying weapons at Magic Dragon's facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered marijuana agents at Magic Dragon's facility varies based upon required duties. New hire training will define appropriate attire for each role and the Human Resources Manager will be responsible for ensuring compliance with all requirements is met.

Business Hours

Monday:	9am – 5pm
Tuesday:	9am – 5pm
Wednesday:	9am – 5pm
Thursday:	9am – 5pm
Friday:	9am – 5pm
Saturday:	10am – 5pm
Sunday:	10am – 5pm

Standard Employment Practices

Magic Dragon values and thrives off of the contributions of its management and staff positions. Magic Dragon intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the Worcester community.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases. Magic Dragon pledges to be an equal opportunity employer and advancer of its employees. See Magic Dragon's Diversity Plan for greater detail.

Written Policies

Magic Dragon's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks,

smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Magic Dragon will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay remain compliant with 935 CMR 500.000 et. seq.

Designated Outside Counsel

Magic Dragon may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Classifications

Positions at Magic Dragon are categorized by rank and by department. Magic Dragon's executive management team oversees the overall success toward achieving the company's mission. Magic Dragon's CEO is responsible for implementation of the mission and the greater executive management team is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management/Supervisors, and Non-Management Employee Staff.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position¹. Schedules will be set according to the needs of each department as determined by the applicable department manager and the supervising executive manager. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. The department manager will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a quarterly basis. All full-time employees will be notified of their required attendance. Magic Dragon will also organize and encourage employee participation in community service activities in Worcester. Magic Dragon pledges to pay employees for up to two community service days per calendar.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year of employment and at 6-month intervals thereafter. A written review will be provided to, and signed by, the employee

¹ Internships may either be part-time or full-time depending on the development of Magic Dragon's internship training program and the company's then-existing staffing needs.

under review. Reviews must be retained in each employee's personnel file and treated as a personnel record in accordance with Magic Dragon's Recordkeeping Policies. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

Magic Dragon leave policies will comport with all state and federal law. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. Magic Dragon will determine which holidays will be observed and which departments will not be required to work. Magic Dragon will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Magic Dragon anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Magic Dragon's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below have been designed for consistency with Magic Dragon's organizational values, best practices, and employment laws.

Magic Dragon reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense – each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to provide guidance to the Magic Dragon Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on Magic Dragon's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1

meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Magic Dragon recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Magic Dragon management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Magic Dragon will endeavor to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Magic Dragon reserves the right to combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Magic Dragon and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to the Worcester Police Department or other law enforcement authorities. Theft, intoxication at work, fighting, diversion and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Magic Dragon, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. **Resignation**: Resignation is a voluntary act initiated by the employee to end employment with Magic Dragon. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.
2. **Retirement**: An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned

retirement date. It is the practice of Magic Dragon to give special recognition to valued employees at the time of their retirement.

3. **Job Abandonment:** An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
4. **Termination:** Employees of Magic Dragon are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
5. **Reduction in Workforce:** An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.
6. **Release:** Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the Human Resources Manager as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, facility access cards, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from Magic Dragon is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam and current registration with the Commission, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

Magic Dragon believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. Magic Dragon intends to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and marijuana-industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana-industry job directly comparable to similar jobs at Magic Dragon, factored for general economic variances, and adjusted to reflect the local economic marketplace.
 - a. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
4. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
5. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will possess final approval authority over Magic Dragon's compensation system.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Magic Dragon is staffed with highly-qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

Record Keeping Procedures

Uproot LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*;
- (e) Business records as described in the Company’s *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of assets and liabilities; and monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company’s expense and in a form and location acceptable to the Commission.

It shall be a Policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

Maintaining of Financial Records:

Uproot LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

Diversity & Equity Policy

Uproot, LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by the law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, Indigenous people, and women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

(1) The Company endeavors to provide job opportunities to people fo color, particularly Black, African American, Hispanic, Latinx, Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its wrok force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, Veterans 3.5% and L.G.B.T.Q+ 10%. Additionally, the company will use best efforts to ensure that hiring preferences are given to residents of Worcester, with a goal that at least 10% of the workforce consists of minority individuals, 50% women, 15% low-to-moderate income individuals, 10% Persons with Disabilities, 10% L.G.B.T.Q.+ individuals and 3.5% veterans.**

(2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

(3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

Programs:

To the extent reasonably practicable, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post monthly notices for three (3) months during the hiring process in newspapers of general circulation such as the Worcester Telegram and Gazette and post a notice at the municipal offices in the City of Worcester for three (3) months during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the company.

In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for advancement** internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the company shall form a diversity and equity committee to monitor the Company's progress toward meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the

Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

Measurements

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the workplace, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the company as the "**Diversity Plan**".