



Massachusetts Cannabis Control Commission

Marijuana Courier

General Information:

License Number: DO100158
Original Issued Date: 09/11/2025
Issued Date: 09/11/2025
Expiration Date: 09/11/2026

MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:
PDO103540

ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: WeeDeliver, LLC

Phone Number: 617-959-7440 Email Address: mai.martinez924@gmail.com

Business Address 1: 88 Huntoon Highway, Unit A Business Address 2:
Business City: Leicester Business State: MA Business Zip Code: 01542
Mailing Address 1: 430 Truman HWY Mailing Address 2:
Mailing City: Milton Mailing State: MA Mailing Zip Code: 02186

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50.1 Percentage Of Control: 33.33
Role: Owner / Partner Other Role:
First Name: Tuyetmai Last Name: Martinez Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

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

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 33.33

Role: Board Member Other Role:

First Name: Sarah Last Name: LaBranche Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 49.9 Percentage of Ownership: 49.9

Entity Legal Name: Core Technologies LLC Entity DBA: DBA
City:

Entity Description: Cannabis Operations

Entity Website:

Foreign Subsidiary Narrative:

Relationship Description: Core Technologies is providing funding and operational consultation services to a social equity applicant who would otherwise be unable to enter the cannabis space.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Core Technologies LLC Entity DBA:

Email: core23llc@gmail.com Phone: 860-620-3947

Address 1: 161 Crabtree Road Address 2:

City: Quincy State: MA Zip Code: 02171

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: April Owner Last Name: Arrasate Owner Suffix:

Entity Legal Name: Double Road Holdings LLC Entity DBA:

Entity Description: Marijuana cultivator and processor

Entity Phone: Entity Email: Entity Website: www.ct.curaleaf.com
860-217-9318 info.ct@curaleaf.com

Entity Address 1: 100 Grist Mill Lane Entity Address 2:

Entity City: Simsbury Entity State: CT Entity Zip Code: 06070 Entity Country: United States

Entity Mailing Address 1: 100 Grist Mill Lane Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: CT Entity Mailing Zip Code: Entity Mailing Country: United
Simsbury 06070 States

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: April	Owner Last Name: Arrasate	Owner Suffix:	
Entity Legal Name: Core Empowerment ME LLC		Entity DBA: Seed	
Entity Description: Recreational marijuana dispensary			
Entity Phone: 860-620-3947	Entity Email: core23llc@gmail.com	Entity Website:	
Entity Address 1: 553 Congress Street		Entity Address 2:	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04101	Entity Country: United States
Entity Mailing Address 1: 553 Congress Street		Entity Mailing Address 2:	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: 04101	Entity Mailing Country: United States

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: April	Owner Last Name: Arrasate	Owner Suffix:	
Entity Legal Name: Core Empowerment SVG		Entity DBA:	
Entity Description: Marijuana cultivation, processing and export business.			
Entity Phone: 610-420-5535	Entity Email: phiggins@evolveadvisors.com	Entity Website:	
Entity Address 1: 85 Overhill Road		Entity Address 2:	
Entity City: Bala Cynwyd	Entity State: PA	Entity Zip Code: 19004	Entity Country: United States
Entity Mailing Address 1: 85 Overhill Road		Entity Mailing Address 2:	
Entity Mailing City: Bala Cynwyd	Entity Mailing State: PA	Entity Mailing Zip Code: 19004	Entity Mailing Country: United States

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Courier Licensee: Business Interest of an Owner

Owner First Name: April	Owner Last Name: Arrasate	Owner Suffix:	
Entity Legal Name: Core Empowerment MEP		Entity DBA:	
Entity Description: Marijuana manufacturing business			
Entity Phone: 860-620-3947	Entity Email: core23llc@gmail.com	Entity Website:	
Entity Address 1: 553 Congress Street		Entity Address 2:	
Entity City: Portland	Entity State: ME	Entity Zip Code: 04101	Entity Country: United States
Entity Mailing Address 1: 553 Congress Street		Entity Mailing Address 2:	
Entity Mailing City: Portland	Entity Mailing State: ME	Entity Mailing Zip Code: 04101	Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: April	Last Name: Arrasate	Suffix:
Marijuana Establishment Name: Core Empowerment LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 2

First Name: Sarah	Last Name: LaBranche	Suffix:
Marijuana Establishment Name: Core Empowerment LLC	Business Type: Marijuana Retailer	

Marijuana Establishment City: Boston Marijuana Establishment State: MA

Individual 3

First Name: April Last Name: Arrasate Suffix:
Marijuana Establishment Name: Core Technologies LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 4

First Name: Sarah Last Name: LaBranche Suffix:
Marijuana Establishment Name: Core Technologies LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 5

First Name: April Last Name: Arrasate Suffix:
Marijuana Establishment Name: WeeDeliver LLC (Delivery Operator) Business Type: Other
Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 6

First Name: Sarah Last Name: LaBranche Suffix:
Marijuana Establishment Name: WeeDeliver LLC (Delivery Operator) Business Type: Other
Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 7

First Name: Tuyetmai Last Name: Martinez Suffix:
Marijuana Establishment Name: WeeDeliver (Delivery Operator) Business Type: Other
Marijuana Establishment City: Leicester Marijuana Establishment State: MA

Individual 8

First Name: April Last Name: Arrasate Suffix:
Marijuana Establishment Name: Core Empowerment LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Somerville Marijuana Establishment State: MA

Individual 9

First Name: Sarah Last Name: LaBranche Suffix:
Marijuana Establishment Name: Core Empowerment LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Somerville Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 88 Huntoon Highway, Unit A Establishment Address 2: Suite 1
Establishment City: Leicester Establishment Zip Code: 01542
Approximate square footage of the establishment: 5000 How many abutters does this property have?: 12
Have all property abutters been notified of the intent to open a Marijuana Courier Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting	Change of Location.pdf	pdf	653001a75df17300087f0f26	10/18/2023

Documentation				
Certification of Host Community Agreement	CoreTech - HCA - Cert Form - Signed - 11.30.23.pdf	pdf	65792a8f8a09310008d3b962	12/12/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning 11.7.23.pdf	pdf	65792aafe728640008a825e6	12/12/2023
Community Outreach Meeting Documentation	Attestation As of Right 11.7.23.pdf	pdf	65792ae8e728640008a82600	12/12/2023
Community Outreach Meeting Documentation	COM_Attestation_WeeDeliver.pdf	pdf	66d1c9421ddcb20009f3fa21	08/30/2024
Community Outreach Meeting Documentation	Attachment C_Notify Abbutters.pdf	pdf	66d1cd831ddcb20009f4032f	08/30/2024
Community Outreach Meeting Documentation	Attachment A_WeeDeliver_COM_Worcester Telegram_Posting.pdf	pdf	66d1cd851a9ec90008a729fb	08/30/2024
Community Outreach Meeting Documentation	Attachment B_WeeDeliver_COM_Leicester_Notice_Stamped.pdf	pdf	66d1cd8a1a9ec90008a72a0f	08/30/2024
Executed HCA	Core Technolgies LLC - WeeDeliver LLC - HCA 2025 (fully executed).pdf	pdf	67ec16703b8f2e45c6e36293	04/01/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	REC Letter for Core 508Young.pdf	pdf	628675abeb816b0008604b06	05/19/2022
Donation Acceptance Letter	REC Letter for Core Technologies 03.15.22.pdf	pdf	628675b6eb816b0008604b1a	05/19/2022
Donation Acceptance Letter	REC Letter Core Tech 22Dismas House.pdf	pdf	6287acc63bea2b0008c1dbc4	05/20/2022
Plan for Positive Impact	WeeDeliver - Positive Impact Plan.pdf	pdf	65300afd5df17300087f209d	10/18/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Tuyetmai **Last Name:** Martinez **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member Other Role:

First Name: Sarah Last Name: LaBranche Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:

Entity Legal Name: Core Technologies LLC Entity DBA: Core Technologies

Entity Description: Company formed to provide investment and support to WeeDeliver as it launches its delivery business.

Phone: 860-620-3947 Email: Core23llc@gmail.com

Primary Business Address 1: 88 Huntoon Highway, Unit A Primary Business Address 2:

Primary Business City: Leicester Primary Business State: MA Principal Business Zip Code: 01524

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
No Employee/DUA Certification Attestation	Dpt. Unemployment Cert. Good Standing Attestation.pdf	pdf	65792dee8a09310008d3baa4	12/12/2023
Department of Revenue - Certificate of Good standing	MA DOR COGS - WeeDeliver LLC 4-9-25.pdf	pdf	67f929cfd80aaa0db44bc69e	04/11/2025
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts.pdf	pdf	68028e036db75c5574604180	04/18/2025

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	WD - Certification of Organization.pdf	pdf	6295f3543bea2b0008cc6131	05/31/2022
Articles of Organization	WeeDeliver - Operating Agreement - EXECUTED.pdf	pdf	65792e8c8a09310008d3badb	12/12/2023
Articles of Organization	PDIC Attestation .pdf	pdf	65792ebe8a09310008d3baf5	12/12/2023
Articles of Organization	1st Amndmnt to WD OA (Signed 2.21.24).pdf	pdf	65df640009bc0b0008704134	02/28/2024
Articles of Organization	PDIC Attestation for Amendment 1 2.28.24.pdf	pdf	65e08985bb75a600086d60d4	02/29/2024

Massachusetts Business Identification Number: 001526351

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CT - Plan for Obtaining Liability Insurance.pdf	pdf	6140b77642744807726e912c	09/14/2021
Business Plan	WeeDeliver Business Plan.docx.pdf	pdf	6196f00ad8c16731dcbe54f6	11/18/2021
Proposed Timeline	Change of Location.pdf	pdf	65300b565df17300087f2216	10/18/2023
Proposed Timeline	WD - Proposed Timeline for Leicester (4.11.25).pdf	pdf	67f92bfbfd80aaa0db44bcb14	04/11/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	DO_001 Security Plan.pdf	pdf	6193fe2c2c8fa137b9c7be5b	11/16/2021
Prevention of diversion	DO_002 Diversion Prevention.pdf	pdf	6193fe3451c4da37cbfbbaea	11/16/2021
Transportation of marijuana	DO_004 Transportation of Marijuana.pdf	pdf	6193fe47bd22c23791135436	11/16/2021
Personnel policies	DO_007 Background Check and Personnel Policies.pdf	pdf	6193fe8b7f037d37d69bee42	11/16/2021
Record-keeping procedures	DO_009 Record Keeping.pdf	pdf	6193fe9f51c4da37cbfbbb03	11/16/2021
Maintenance of financial records	DO_010 Financial Record Maintenance..pdf	pdf	6193feacbd22c2379113544e	11/16/2021
Energy Compliance Plan	DO_012 Energy Compliance Plan.pdf	pdf	6193fec2d5b18b31d5999716	11/16/2021
Delivery procedures (pursuant to 935 CMR 500.145)	DO_013 Delivery Procedures.pdf	pdf	6193fecf084df83201bfe2de	11/16/2021
Qualifications and training	DO_011 Employee Qualifications and Staff Train Training Plan.pdf	pdf	61a90c590aef7d3d05931762	12/02/2021
Quality control and testing procedures	DO_006 Quality Control and Contaminant Testing of Marijuana.pdf	pdf	61a90c65c812363cbf801da9	12/02/2021
Inventory procedures	DO_005 Inventory Procedures.pdf	pdf	61a90c7403d9c23cce864722	12/02/2021
Storage of marijuana	DO_003 Storage of Marijuana and Marijuana Products.pdf	pdf	61a90c80e88e123ce0cdaed8	12/02/2021
Diversity plan	WD - Diversity Plan.pdf	pdf	62b5e6479ff11700081f800f	06/24/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

ATTESTATIONS

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

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

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

Notification:

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

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

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

AGREEMENTS WITH MARIJUANA RETAILERS

No records found

MARIJUANA RETAILER AGREEMENT DOCUMENTATION

No documents uploaded

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

In our original application to the CCC, WeeDeliver was holding a property in Worcester, Massachusetts, and pursuing operations there. We received a host community agreement and had two community meetings. At that time, we started to experience problems with the landlord and the space so we began to pursue other locations. We have since received an HCA and secured property in the town of Leicester for 88 Huntoon Highway, Unit A, Leicester, MA. The property is in zone B of the local zoning code which allows for marijuana delivery as of right and therefore does not require a community meeting. Additionally, our initial delivery or courier space does not require a build-out that triggers local planning and zoning. For these reasons, we will be able to commence operations for delivery courier immediately following inspection and approval by the CCC. We were grateful to be able to communicate with the CCC in regard to this situation back in (please insert date of CCC meeting). In that discussion, we were encouraged to submit this explanation of location change as part of our RFI response in order to move forward expeditiously. We are anxious to commence operations as we have been struggling to launch for quite some time and are hoping to commence prior to the sunset of the exclusivity in place for social equity delivery applicants.

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Core Technologies

2. Name of applicant's authorized representative:

April Arrasate

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Leicester

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

David Genereux Town Administrator

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

Markus

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

general@chesterma.org

8. Host community agreement execution date:

6/26/23

Plan to Remain Compliant with Local Zoning WeeDeliver, LLC

WeeDeliver LLC will remain compliant with the local zoning requirements set forth in the City of Leicester Zoning Ordinance. We have received an HCA and secured property in the town of Leicester for 88 Huntoon Highway, Unit A, Leicester, MA. The property is in zone B of the local zoning code which allows for marijuana delivery as of right and therefore does not require a community meeting. Additionally, our initial delivery or courier space does not require a build-out that triggers local planning and zoning.

Pursuant to 935 CMR 500.110(3), the Marijuana Delivery Only facility proposed location is not within five hundred (500) feet of a public or private, primary or secondary school providing education to children in kindergarten or grades 1 through 12, a licensed daycare center, public library, public park or a playground.

As required by the Zoning Ordinance, WeeDeliver will apply for a Special Permit from the Planning Board. WeeDeliver will also apply for any additional local permits required to operate a Marijuana Delivery Only facility at 88 Huntoon Highway, Unit A, Leicester. WeeDeliver will comply with all conditions of every required local permit and will continue to work in cooperation with necessary municipal boards, departments, and officials to ensure the operation is compliant with all local laws, regulations, and codes with respect to design, construction, operation, and security.

Attestation to As of Right

WeeDeliver and Core Technologies have received an HCA and secured property at 88A Huntoon Highway, Leicester, MA. The property is located in zone B of the local zoning code which allows for marijuana delivery as of right and therefore does not require a community meeting. Additionally, our initial delivery or courier space does not require a build-out that triggers local planning and zoning.

Kristen Jacobsen
Print Name

Kristen Jacobsen
Signature

Town Planner
Title

11/7/2023
Date

DAVID YENNERSON
Print Name

David Yennerson
Signature

Town Administrator
Title

11/7/2023
Date

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



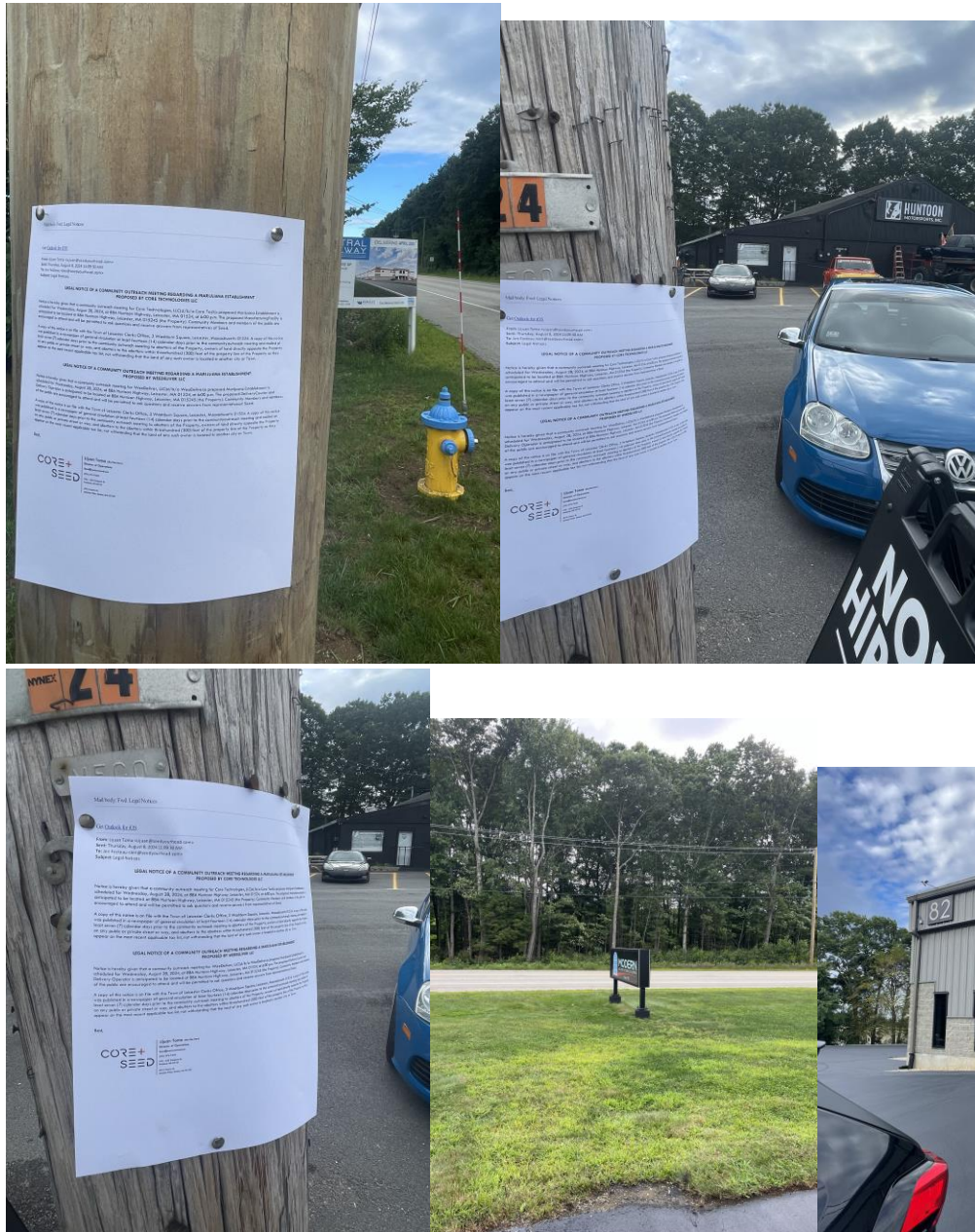
Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

[Handwritten signature]

There were no residents within 300 feet of the proposed location, the Wee Deliver team delivered notices and posted for the neighboring businesses.



Thank you for placing your order with us.

Worcester Legals <legalnotices@telegram.com>

Thu 8/8/2024 11:39 AM

To:Lijuan Toma <Lijuan@seedyourhead.com>;April Arrasate <april@seedyourhead.com>

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Worcester Telegram & Gazette's online Classifieds [HERE](#) to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number: **LNEO0141898**
Classification: **Public Notices**
Package: **General Package**
Additional Options: **1 Affidavit \$0.00**
Base amount: **\$134.52**
Service fee: **\$5.37**
Cash/Check/ACH **◆**
Discount: **-\$0.00**
Total payment: **\$139.89**

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type: **mastercard**

Schedule for ad number LNEO01418980

Wed Aug 14, 2024
Worcester Telegram & Gazette *All Zones*

Account Details

Jennifer Fecteau
401 Centre St A
Boston, MA **◆** 02130
603-205-3328
jen@seedyourhead.com
Core technologies
Credit Card - mastercard *****8088

**LEGAL NOTICE OF A
COMMUNITY OUTREACH
MEETING REGARDING A
MARIJUANA ESTABLISH-
MENT
PROPOSED BY WEEDE-
LIVER LLC**

Notice is hereby given that a community outreach meeting for WeeDeliver, LLC(d/b/a "WeeDeliver")'s proposed Marijuana Establishment is scheduled for Wednesday, August 28, 2024, at 88A Huntoon Highway, Leicester, MA 01524, at 6:00 p.m. The proposed Delivery Courier and Delivery Operator is anticipated to be located at 88A Huntoon Highway, Leicester, MA 015245 (the "Property"). Community Members and members of the public are encouraged to attend and will be permitted to ask questions and receive answers from representatives of Seed.

A copy of this notice is on file with the Town of Leicester Clerk's Office, 3 Washburn Square, Leicester, Massachusetts 01524. A copy of this notice was published



**LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA
ESTABLISHMENT
PROPOSED BY WEEDELIVER, LLC**

Notice is hereby given that a community outreach meeting for WeeDeliver, LLC(d/b/a "WeeDeliver")'s proposed Marijuana Establishment is scheduled for Wednesday, August 28, 2024, at 88A Huntoon Highway, Leicester, MA 01524, at 7:00 p.m. The proposed Delivery Courier and Delivery Operator is anticipated to be located at 88A Huntoon Highway, Leicester, MA 015245 (the "Property"). Community Members and members of the public are encouraged to attend and will be permitted to ask questions and receive answers from representatives of Seed.

A copy of this notice is on file with the Town of Leicester Clerk's Office, 3 Washburn Square, Leicester, Massachusetts 01524. A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the community outreach meeting and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or Town.

RECEIVED
2024 AUG - 7 PM 3:08
TOWN CLERK'S OFFICE
LEICESTER, MASS.



PO BOX 1138

Worcester, MA 01604

774-386-2292

March 15, 2022
Core Technologies, LLC
Attn: April Arrasate
640 Lincoln Street
Worcester, MA 01605

WeeDeliver, LLC
Attn: Mai Martinez
640 Lincoln Street
Worcester, MA 01605

Dear Ms. Arrasate and Ms. Martinez,

508 Forever Young Inc is a 501(c)(3) not-for-profit organization that works with our at-risk youth for drug and gang prevention in hopes to catch kids early before they make poor choices in their life. I have created this organization to accomplish this important work in the city Worcester. We are pleased to have the opportunity to work with Core Technologies, LLC to help further our mission through donations, volunteers, and support for our organization. We acknowledge and understand that Core Technologies, LLC is a Cannabis Establishment.

Sincerely,

Woodrow Adams, Jr.,
President



Regional Environmental Council, Inc.
of Central Massachusetts
P.O. Box 255 • Worcester • MA • 01613
(508) 799-9139 • (508) 799-9147 (fax)

March 15, 2022
Core Technologies, LLC
Attn: April Arrasate
640 Lincoln Street
Worcester, MA 01605

WeeDeliver, LLC
Attn: Mai Martinez
640 Lincoln Street
Worcester, MA 01605

Dear Ms. Arrasate and Ms. Martinez,

Regional Environmental Council, Inc. is a 501(c)(3) not-for-profit organization with a mission to bring people together to create a just food system and to build healthy, sustainable, and equitable communities in Worcester, MA and beyond. Our work is driven by the belief that a vibrant, thriving community is one in which everyone has access to healthy and affordable food, clean air to breathe and water to drink, and safe places to live, work, learn, and play. We achieve this through community advocacy and programs including school and community gardens, youth leadership development through urban farming, and community-based farmers' markets and mobile markets in Worcester's most underserved neighborhoods.

We welcome the opportunity to further our mission through donations and support from Core Technologies, LLC. We acknowledge and understand that Core Technologies, LLC is a cannabis establishment.

Sincerely,

Steven Fischer
Executive Director



March 15, 2022

Core Technologies, LLC
Attn: April Arrasate
640 Lincoln Street
Worcester, MA 01605

WeeDeliver, LLC
Attn: Mai Martinez
640 Lincoln Street
Worcester, MA 01605

Dear Ms. Arrasate and Ms. Martinez,

Dismas House is a 501(c)(3) not-for-profit organization that works with homeless former offenders in Worcester at multiple housing and services locations, working to reintegrate former offenders into Worcester successfully. We are please to have the opportunity to work with Core Technologies, LLC to help further our mission through donations, volunteers, and support for our organization. We acknowledge and understand that Core Technologies, LLC is a cannabis establishment.

Sincerely,

Dave McMahon
Co-Executive Director
David McMahon
Co-Executive Director
Dismas House
P.O. Box 30125
Worcester, MA 01603

Positive Impact Plan

WeeDeliver LLC (the “**Company**”) is proposing to open a Marijuana Delivery operation on 88A Huntoon Highway, Leicester, MA. Accordingly, the Company plans to focus its efforts in areas of disproportionate impact within the City of Worcester, and on Massachusetts residents who have, or have parents or spouses who have, past drug convictions. Please see the list of the designated Worcester census tracts, attached hereto as Tab 1, identifying the portions of the City of Worcester that have been identified by the Commission as areas of disproportionate impact (the “**Worcester ADIs**”). In its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goals

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

1. It shall be a goal of the Company to hire, in a legal and non-discriminatory manner, **twenty percent (20%) of its employees** from the Worcester ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.
2. It shall be a goal of the Company to be a strong community partner by contributing **one hundred thousand dollars (\$100,000)** (monetary donations to be made over five (5) years of operations) to local non-profits that serve individuals from the Worcester ADIs.
3. It shall be a goal of the Company to host or sponsor a minimum of **36 hours** of informational programs annually for residents of the Worcester ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions interested in entering the cannabis industry. These programs will at minimum be held quarterly. The programs will accommodate up to 40 in-person participants and unlimited online participants through live streaming and recording of training and informational sessions.

Programs

1. In an effort to ensure it has the opportunity to interview and hire individuals from the Worcester’s ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company will post **monthly notices** for **two (2) months** prior to opening in newspapers of general circulation in Worcester and the region such as the **Worcester Telegram and Gazette, The Landmark, Leominster Champion, and the Grafton News**. The notices will state that the Company is specifically looking for Massachusetts residents, who are 21 years or older, and have past drug convictions for employment. The Company will also engage with local community development corporations and non-profits that serve the Worcester ADIs such as Dismas House, Regional Environmental Council, 508 Forever Young, and other community-based organizations.

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 it has a positive impact on the Worcester ADIs, the Company intends to contribute **one hundred thousand dollars (\$100,000)** in its first 5 years of operation to local nonprofits and local cultural events that serve the Worcester ADIs, including but not limited to, the following: (a) Dismas House, (b) Regional Environmental Council, and (c) 508 Forever Young. *(Please see the attached letters for confirmation that these groups will accept donations from the Company.)*

3. In an effort to ensure that the attendees at its informational sessions are individuals from the Worcester's ADIs and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company will post a notice at the Offices of Dismas House, local community development corporations, and other similar non-profits.

Two (2) weeks prior to each session. The Company will also post **weekly notices** beginning at least **two (2) weeks** prior to opening in newspapers of general circulation in Worcester such as the **Worcester Telegram and Gazette, The Landmark, Leominster Champion, and the Grafton News**. The notices will state that the Company is specifically looking for Massachusetts residents, who are 21 years or older, and have past drug convictions to attend the informational sessions. These informational sessions will include topics on how to build a career in the cannabis industry with a specific focus on individuals living in disproportionately impacted areas or who have prior arrest records but are still eligible for employment and are interested in the cannabis industry and educational seminars in the areas of restorative justice and jail diversion.

Measurements

The Company will annually review the following criteria to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact:

1. Identify and track the number of employees hired through its workforce development initiatives
2. Identify and track attendance at educational events.
3. Identify and track the Company's overall financial support to local community organizations and cultural events.

April Arrasate will oversee the planning, implementation and execution of these community-based programs and charitable contributions for the company, in collaboration with the Company's senior executives and select community advisors.

The Company affirmatively states that it: (1) it has reached out to and received written confirmation (attached as TAB 2) from the following to confirm that each will accept donations from the Company: Dismas House, Regional Environmental Council, 508 Forever Young (2) 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; (3) 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 (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon the renewal of this license (one year from provisional licensure, and each year thereafter).

TAB 1

Worcester Areas of Disproportionate Impact

Tract	County	6 Digit Tract
Census Tract 7302	Worcester County, Massachusetts	730200
Census Tract 7305	Worcester County, Massachusetts	730500
Census Tract 7310.02	Worcester County, Massachusetts	731002
Census Tract 7312.03	Worcester County, Massachusetts	731203
Census Tract 7312.04	Worcester County, Massachusetts	731204
Census Tract 7313	Worcester County, Massachusetts	731300
Census Tract 7314	Worcester County, Massachusetts	731400
Census Tract 7315	Worcester County, Massachusetts	731500
Census Tract 7317	Worcester County, Massachusetts	731700
Census Tract 7318	Worcester County, Massachusetts	731800
Census Tract 7323.02	Worcester County, Massachusetts	732302
Census Tract 7324	Worcester County, Massachusetts	732400
Census Tract 7327	Worcester County, Massachusetts	732700
Census Tract 7330	Worcester County, Massachusetts	733000

TAB 2

Letters of support



March 15, 2022

Core Technologies, LLC
Attn: April Arrasate
640 Lincoln Street
Worcester, MA 01605

WeeDeliver, LLC
Attn: Mai Martinez
640 Lincoln Street
Worcester, MA 01605

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Sincerely,

Dave McMahon
Co-Executive Director
David McMahon
Co-Executive Director
Dismas House
P.O. Box 30125
Worcester, MA 01603



PO BOX 1138

Worcester, MA 01604
774-386-2292

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Sincerely,

Steven Fischer
Executive Director



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001526351

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

2a. Location of its principal office:

No. and Street: 430 TRUMAN HWY.
 City or Town: MILTON State: MA Zip: 02186 Country: USA

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

No. and Street: 430 TRUMAN HWY.
430 TRUMAN HWY.
 City or Town: MILTON State: MA Zip: 02186 Country: USA

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

IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COM MISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MEGAN SHEEHAN
 No. and Street: 5 MILITIA DRIVE
 City or Town: LEXINGTON State: MA Zip: 02421 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TUYETMAI MARTINEZ	430 TRUMAN HWY. MILTON, MA 02186 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

SOC SIGNATORY

JORGE W MARTINEZ MARTINEZ

430 TRUMAN HWY.
MILTON, MA 02186 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

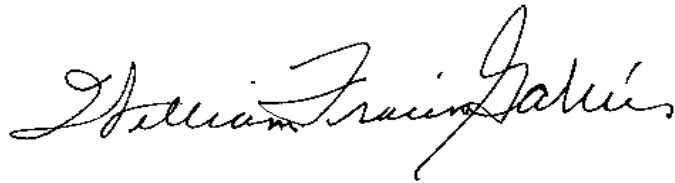
SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of August, 2021,
TUYETMAI MARTINEZ

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

THE COMMONWEALTH OF MASSACHUSETTS

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

August 17, 2021 12:15 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (as amended, restated or otherwise modified, this “**Agreement**”) is made and entered into as of the 29th day of October 2021, by and among WeeDeliver, LLC, a Massachusetts limited liability company (the “**Company**”), Tuyetmai Martinez (the “**Principal**” or “**Original Member**”), and Core Technologies, LLC, a Massachusetts limited liability company (the “**Investor**”), each as a Member of the Company as set forth herein.

WHEREAS, the Company has been formed pursuant to the Limited Liability Company Act of the Commonwealth of Massachusetts (the “**Statute**”) to engage in the business hereinafter described upon the terms and conditions hereinafter set forth; and

WHEREAS, the Principal is the owner of all the Units issued and outstanding as of the date hereof, all of which are designated as Class A Units hereunder; and

WHEREAS, the Company has been formed to own and operate a cannabis delivery business in the Commonwealth of Massachusetts (the “**Business**”), which shall initially be operated as a participant in the “social equity program” pursuant to the application of the Principal made to and approved by the Cannabis Control Commission of the Commonwealth of Massachusetts dated April 2020; and

WHEREAS, contemporaneously with the execution of this Agreement the Investor and the Company are entering into a Subscription Agreement pursuant to which the Investor will purchase 499 Class B Units having the right, preferences and privileges as set forth herein in consideration of \$500,000; and

WHEREAS, the parties hereto desire to set forth the rights and obligations of the Members and the ownership of the Units; and

WHEREAS, this Agreement supersedes and replaces in its entirety any and all prior agreements with respect to the provisions covered herein.

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

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

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

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

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

“Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years.

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

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“Applicable Pro Rata Portion” means for purposes of Section 9.01, a Member’s Pro Rata Portion of any New Interests proposed to be issued or sold by the Company.

“Available Cash Flow” means all cash funds derived from operations of the Company that the Managers determine is available for distribution to the Members, less amounts used to pay current operating expenses and any liabilities or debts of the Company or to pay or establish reasonable reserves for current or future expenses or debts of the Company as determined by the Managers.

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

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

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

“Book Value” means, with respect to any Company property, the Company’s adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Sections 1.704-1(b)(2)(iv)(d)-(g), except that, in the case of any property contributed to the Company, the Book Value of such property shall initially equal the Fair Market Value of such property.

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

“Capital Account” has the meaning set forth in Section 5.03.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

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

“Class A Members” means those Persons identified on Schedule A hereto as Class A Members and their respective successors and assigns admitted as Members pursuant to the terms of this Agreement.

“Class B Members” means those Persons identified on Schedule A hereto as Class B Members and their respective successors and assigns admitted as Members pursuant to the terms of this Agreement.

“Class A Membership Interests” shall have the meaning set forth in Section 3.02.

“Class B Membership Interests” shall have the meaning set forth in Section 3.02.

“Class A Units” shall have the meaning set forth in Section 3.02.

“Class B Units” shall have the meaning set forth in Section 3.02.

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

“Company” has the meaning set forth in the Preamble.

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

“Company Subsidiary” means a Subsidiary of the Company.

“Competitor” means any Person competing with the Business in the Commonwealth of Massachusetts.

“Confidential Information” has the meaning set forth in Section 11.01(a).

“Covered Person” has the meaning set forth in Section 14.01(a).

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

“Drag-along Member” has the meaning set forth in Section 10.04(a).

“Drag-along Notice” has the meaning set forth in Section 10.04(c).

“Drag-along Sale” has the meaning set forth in Section 10.04(a).

“Dragging Member” has the meaning set forth in Section 10.04(a).

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

“Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Managers.

“Excess Amount” has the meaning set forth in Section 7.04(c).

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

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

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

“Family Members” has the meaning set forth in Section 10.02(a).

“Financing Document” means any credit agreement, guarantee, financing or security agreement or other agreements or instruments governing indebtedness of the Company or any of the Company Subsidiaries.

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

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

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

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

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

"Initial Cost" means, with respect to any Unit, the purchase price paid to the Company with respect to such Unit by the Member to whom such Unit was originally issued.

"Initial Member" means each Person identified as an Initial Member as of the date hereof.

"Investor Purchase Price" means the price paid by the Investor for their Units as set forth on Schedule A.

"Investor Units" means the Units owned by the Investor.

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

"Joinder Agreement" means the joinder agreement in form and substance attached hereto.

"License" means the medical marijuana dispensary license issued by the Massachusetts Cannabis Control Commission under Applicable Law.

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

"Losses" has the meaning set forth in Section 14.03(a).

"Managers" has the meaning set forth in Section 8.01.

"Member" means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an "Initial Member"); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Statute, in each case so long as such Person is shown on the Company's books and records as the owner of one or more Units. The Members shall constitute the "members" (as that term is defined in the Statute) of the Company.

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

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

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in Section 3.01.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Statute.

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

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

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

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

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

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

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

“New Interests” has the meaning set forth in Section 3.04.

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

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

“Officers” has the meaning set forth in Section 8.03.

“Partnership Representative” has the meaning set forth in Section 12.04.

“Permitted Transfer” means a Transfer of Units carried out pursuant to Section 10.02. **“Permitted Transferee”** means a recipient of a Permitted Transfer.

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

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

“Pro Rata Portion” or **“Pro Rata Ownership”** means:

(a) for purposes of Section 9.01, with respect to any Pre-emptive Member holding Units, on any issuance date for New Interests, a fraction determined by dividing (i) the number of Units on a Fully Diluted Basis owned by such Pre-emptive Member immediately prior to such issuance by (ii) the total number of Units on a Fully Diluted Basis held by the Members on such date immediately prior to such issuance; and

(b) for all other purposes, the percentage of Units owned by any Member in relationship to the total number of Units issued and outstanding.

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

“Public Offering” means any underwritten public offering pursuant to a registration statement filed in accordance with the Securities Act.

“Qualified Member” has the meaning set forth in Section 12.01.

“Quarterly Estimated Tax Amount” of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (i) a quarter ($\frac{1}{4}$) in the case of the first calendar quarter of the Fiscal Year, half ($\frac{1}{2}$) in the case of the second calendar quarter of the Fiscal Year, three-quarters ($\frac{3}{4}$) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year over (b) all Distributions previously made during such Fiscal Year to such Member.

“Regulatory Allocations” has the meaning set forth in Section 6.02(d).

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

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

“Shortfall Amount” has the meaning set forth in Section 7.04(b).

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

“Tag-along Member” has the meaning set forth in Section 10.05(a).

“Tag-along Notice” has the meaning set forth in Section 10.05(d)(ii).

“Tag-along Period” has the meaning set forth in Section 10.05(d)(ii).

“Tag-along Portion” has the meaning set forth in Section 10.05(d)(i).

“Tag-along Sale” has the meaning set forth in Section 10.05(a).

“Tax Advance” has the meaning set forth in Section 7.03(a).

“Tax Amount” of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

“Tax Rate” of a Member, for any period, means the highest marginal blended federal, state and local tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in Worcester, Massachusetts, taking into account for federal income tax purposes, the deductibility of state and local taxes and any applicable limitations on such deductions.

“Taxing Authority” has the meaning set forth in Section 7.05(b).

“Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units (or applicable Unit Equivalents) or (b) is not a Permitted Transferee of any Person who directly or indirectly owns or has the right to acquire any Units (or applicable Unit Equivalents).

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

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

“Unallocated Item” has the meaning set forth in Section 6.05.

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

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

“Voting Members” has the meaning set forth in Section 4.06(b).

“Voting Units” has the meaning set forth in Section 4.06(a).

“Withholding Advances” has the meaning set forth in Section 7.04(b).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on December 6, 2016, pursuant to the provisions of the Statute, upon the filing of the Certificate of Organization Formation with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company and supersedes and replaces any and all other written agreements of any kind with respect to the matters covered herein. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the laws of the Statute. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the laws of the Commonwealth of Massachusetts in the absence of such provision, this Agreement shall, to the extent permitted by the laws of the Commonwealth of Massachusetts, control.

Section 2.02 Name. The name of the Company is “WeeDeliver, LLC” or such other name or names as the Managers may from time to time designate.

Section 2.03 Principal Office. The principal office of the Company shall be located at such place as may from time to time be determined by the Managers.

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

(a) The Company is organized to engage solely in the following business: (i) conducting the business of distributing legal cannabis products and conducting all such business as it relates thereto the “**Business**”); and (ii) entering into all contracts or agreements and doing all things necessary or appropriate to the accomplishment of the foregoing Business.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by Applicable Law.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 Tax Treatment. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment, and no Member shall take any action inconsistent with such treatment.

Section 2.08 No State-Law Partnership. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venturer of any other Member, Manager or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.08.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Managers shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the “**Members Schedule**”) and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as **Schedule A**.

Section 3.02 Authorization and Issuance of Units. The Company is hereby authorized to issue two classes: (i) Membership Interests held by Class A Members which shall be comprised of the Original Members ("**Class A Membership Interests**") and represented by Class A Units, (ii) Membership Interests held by Class B Members which shall be comprised of the Investor and any future investors ("**Class B Membership Interests**") and represented by Class B Units. As of the date hereof, the number of Class A Units and Class B Units issued and outstanding are set forth on the Members Schedule opposite each Member's name. Notwithstanding anything else to the contrary herein, for so long as the Company qualifies as an "empowerment entity" by the Massachusetts Office of Economic Empowerment, the Class A Units shall represent a 50.1% Pro Rata Ownership of the Company and the Class B Units shall represent 49.9% of the Pro Rata Ownership of the Company.

Section 3.03 Authorization and Issuance of Incentive Units.

(a) The Company is hereby authorized to issue Incentive Units to employees, consultants or other advisors of the Company or any Company Subsidiary (collectively, "**Service Providers**"). The Managers are hereby authorized to adopt a written plan pursuant to which all Incentive Units shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption (such plan as in effect from time to time, the "**Incentive Plan**"). The Managers shall provide notice of any Incentive Plan or Award Agreements to the members prior to the implementation of such Plan or Agreement and otherwise comply with Rule 701. The Managers are hereby authorized to negotiate and enter into award agreements with each Service Provider to whom it grants Incentive Units (such agreements, "**Award Agreements**"). Each Award Agreement shall include such terms, conditions, rights and obligations as may be determined by the Managers.

(b) Notwithstanding anything contained herein to the contrary, the number of Incentive Units that the Company may issue pursuant to the Incentive Plan including all Restricted Incentive Units and any Unrestricted Incentive Units shall not exceed 5% of the aggregate total of Units outstanding on a Fully Diluted Basis as of the date of the proposed grant.

(c) The Managers shall establish such vesting criteria for the Incentive Units as it determines in its discretion. As used in this Agreement:

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

(ii) any Incentive Units that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "**Unrestricted Incentive Units**."

(d) The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider's Incentive Units constitute a "profits interest" in the Company within the meaning of Rev. Proc. 93-27 (a "**Profits Interest**"), and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider.

Section 3.04 Other Issuances. In addition to the existing Class A Units and Class B Units, the Company is hereby authorized to issue additional Class B Units (collectively, "**New Interests**") only in the following circumstances: (i) subject to the Pre-emptive Rights set forth herein, in the event that the Company needs any additional funds to operate its Business; (ii) in connection with the Company entering into any strategic partnership, strategic relationship or similar joint venture relationship; or (iii) in

connection with any acquisition or merger in which all or part of the consideration is to be paid by the issuance of Units. For the avoidance of doubt, only New Interests described in subparagraph (i) of this Section 3.04 shall be afforded Pre-Emptive Rights. Any such issuance of New Interests described in subparagraph (i) of this Section 3.04 shall be based upon the Fair Market Value of the Company as determined by the Managers at the time of such issuance.

Section 3.05 Certification of Units.

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

(b) In the event that the Company shall issue certificates representing Units in accordance with Section 3.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time (i) in connection with an issuance of Units by the Company as set forth in Section 3.04, or subject to compliance with the provisions of Section 4.05(b), Section 9.01 and Section 10.01(b), as applicable, and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of ARTICLE X, and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Members Schedule by the Managers and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 No Personal Liability. Except as otherwise provided by Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, except as specifically set forth in Section 4.10, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member; *provided, however*, that this Agreement shall continue to apply with respect to any Units that have been called in accordance with Section 10.06 until full payment is made therefor in accordance with the terms of this Agreement.

Section 4.04 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided*, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement.

Section 4.05 Voting.

(a) Except as otherwise provided by this Agreement (including Section 4.05(b) and Section 15.09) or as otherwise required by the Statute or Applicable Law, each Member shall be entitled to one vote per Unit on all matters upon which such Members have the right to vote under this Agreement. Notwithstanding the foregoing, as long as the Company is deemed an "empowerment entity" the Class A Units shall represent a 50.1% of the Voting Units of the Company and the Class B Units shall represent 49.9% of the Voting Units of the Company.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company shall not, and shall not permit any of the Company Subsidiaries to, engage in or cause any of the following transactions or take any of the following actions, and the Managers shall not permit or cause the Company or any of the Company Subsidiaries to engage in, take or cause any such action except with the prior approval of Members holding more than 50% of the Class A Units and Members holding 50% of the Class B Units:

- (i) liquidate, dissolve or wind up the affairs of the Company;
- (ii) amend, alter or repeal any provision of the Company's organizational documents, inclusive of this Agreement, in a manner materially adverse to the Class B Members;
- (iii) create or authorize the creation of, or issue any other security convertible into or exercisable for, any equity security having rights, preferences or privileges senior to the Class A Units or Class B Units; or
- (iv) purchase or redeem any Units other than from all Members based upon their Pro Rata Ownership or pay any dividend or distribution on any Units other than as set forth in section 7.02;
- (v) increase or decrease the number of Managers;

- (vi) approve the Budget for the Company.
- (vii) create, incur or authorize the creation of any indebtedness or debt security, or otherwise issue or guarantee any indebtedness, or grant or suffer to exist any encumbrance, security interest or lien on the property or assets of the Company, other than customary asset-based lines of credit not in excess of 2x the Company's trailing twelve-month EBITDA;
- (viii) issue any New Interests or any Units at below Fair Market Value or at a pre-money valuation of the Company less than \$2,500,000;
- (ix) a merger, consolidation, conversion or other similar transaction involving the Company or any of the Company Subsidiaries in which the holders of the Common Units (or equivalent Company Subsidiary securities) immediately prior to such transaction hold in the aggregate less than a majority of the outstanding voting equity securities of the surviving entity immediately after such transaction;
- (x) the sale, lease or conveyance of all or substantially all of the assets of the Company and the Company Subsidiaries on a consolidated basis; or
- (xi) enter into any related party agreement with any Member or Affiliate of the Member that is not on such commercially reasonable terms that would be normally entered into in an arms-length transaction with an unaffiliated third party.

Section 4.06 Meetings.

(a) **Voting Units.** As used herein, the term "**Voting Units**" shall mean the holders of all Units other than any Incentive Units; it being agreed and understood that the Class A Units shall at all times represent 50.1% of all Voting Units and the Class B Units shall at all times represent 49.9% of the Voting Units.

(b) **Calling the Meeting.** Meetings of the Members may be called by (i) the Managers or (ii) by a Member or group of Members holding more than 30% of the then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units ("**Voting Members**") shall have the right to attend meetings of the Members.

(c) **Notice.** Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Voting Members may hold meetings at the Company's principal office or at such other place as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.

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

Section 4.07 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.08, no action at any meeting may be taken by the Members unless the appropriate quorum is

present. Subject to Section 4.08, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the appropriate Voting Units held by all Members. A record shall be maintained by the Managers of each such action taken by written consent of a Member or Members.

Section 4.09 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and by Applicable Law. Except as otherwise specifically provided by this Agreement or required by Applicable Law, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.10 Required Withdrawal.

(a) If the continued participation of any Member (“**Regulatory Adverse Member**”) would, in the Managers’ reasonable opinion (which for purposes of this Section 4.10 does not include Principal in his capacity as a Manager), cause undue risk of adverse tax or regulatory consequences to the Company or any Affiliate of the Company or would be materially detrimental to the business, operations or commercial reputation of the Company or any Affiliate of the Company, the Managers may, upon written notice to the Regulatory Adverse Member require such Regulatory Adverse Member to fully withdraw from the Company and sell all of such Member’s Units to the Company. If such Regulatory Adverse Member is also a Manager, such Person shall also immediately be removed as a Member and/or Manager as set forth herein.

(b) A Member who is required to withdraw from the Company pursuant to this Section 4.10 (a “**Required Withdrawal**”) shall be entitled to receive, in exchange for all of such Member’s outstanding Units, the Fair Market Value of such Units. The foregoing purchase price shall be paid in one lump sum cash payment on the closing of such repurchase by the Company, which closing shall be at a time and place as selected by the Managers and communicated to such Member.

(c) A Member subject to a Required Withdrawal shall execute all documents in connection with his, her or its withdrawal from the Company as the Managers shall reasonably require.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement and as set forth in the respective Subscription Agreements of the Investor, each Initial Member has made the Capital Contribution giving rise to such Initial Member’s initial Capital Account and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Initial Member’s name on the Members Schedule as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Managers and in connection with an issuance of Units made in compliance with Section 3.04.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member. Subject to compliance with Section 4.05, a Member may make loans to the Company as approved by, and on such terms and conditions as determined by, the Managers.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) on its books and records in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv) and the following provisions:

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

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

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

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

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

(i) the cash amount or Book Value of any property Distributed to such Member pursuant to ARTICLE VII and Section 13.03(c);

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

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

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to ARTICLE VI, ARTICLE VII and ARTICLE XIII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its

Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(a)(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Managers may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member, immediately after making such allocations, is, as nearly as possible, equal to (i) the Distributions that would be made to such Member pursuant to Section 13.03(c) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 13.03(c), to the Members immediately after making such allocations, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

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

2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the “minimum gain chargeback” requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Notwithstanding anything to the contrary in this Section, in the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income (or items thereof) shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. This Section 6.02(c) shall be applied only after all other allocations provided for in this ARTICLE VI have been tentatively made, as if this Section 6.02(c) were not in this Agreement

(d) Net Losses allocated pursuant to Section 6.01 shall not exceed the maximum amount of Losses and specially allocated deductions that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event that some, but not all, of the Members would have an Adjusted Capital Account Deficit as a consequence of an allocation of Net Losses pursuant to Section 6.01, the limitation set forth in the preceding sentence shall be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member consistent with Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

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

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

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

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

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

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with the traditional method in accordance with Treasury Regulations Section 1.704-3(d).

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units or admission of a Member during any Fiscal Year made in compliance with this Agreement, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the book's method or any other method consistent with the applicable Treasury Regulations determined by the Managers.

Section 6.05 Curative Allocations. In the event that the Partnership Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this ARTICLE VI (an "Unallocated Item"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "Misallocated Item"), then the Managers may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; *provided*, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and *provided, further*, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02 and Section 7.04, the Managers shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as they deem necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

Section 7.02 Priority of Distributions. With the exception of Tax Advances, if any, and subject to the priority of Distributions pursuant to Section 13.03(c), if applicable, all Distributions determined to be made by the Managers pursuant to Section 7.01 shall be made in the following manner:

(a) first, 100% to the Class B Members pro rata in proportion to the amount of any cash Capital Contributions made as noted on the Members Schedule until such time as such Class B Members have received Distributions equal to 150% of the full amount of their cash Capital Contributions; and

(b) thereafter, to the Members based on their Pro Rata Ownership it being agreed and understood that as long as the Company is deemed an “empowerment entity” the Class A Units shall represent a 50.1% of Pro Rata Ownership of the Company and the Class B Units shall represent 49.9% of the Pro Rata Ownership of the Company.

Section 7.03 Limitations on Distributions to Incentive Units.

(a) Notwithstanding the provisions of Section 7.02, no Distribution (other than Distributions pursuant to Section 7.04) shall be made to a Member on account of its Restricted Incentive Units. Any amount that would otherwise be Distributed to such a Member but for the application of the preceding sentence shall instead be retained in a segregated Company account to be Distributed in accordance with Section 7.02 by the Company and paid to such Member if, as and when the Restricted Incentive Unit to which such retained amount relates vests pursuant to Section 3.03(c).

(b) It is the intention of the parties to this Agreement that Distributions to any Service Provider with respect to his Incentive Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Manager shall, if necessary, limit any Distributions to any Service Provider with respect to his Incentive Units so that such Distributions do not exceed the available profits in respect of such Service Provider's related Profits Interest.

Section 7.04 Tax Advances.

(a) Subject to the Managers’ discretion to retain any other amounts necessary to satisfy the Company’s and/or the Company Subsidiaries’ obligations, at least five (5) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member’s Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a “**Tax Advance**”).

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.04(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member’s Tax Amount for such Fiscal Year (a “**Shortfall Amount**”), the Company shall use commercially reasonable efforts to Distribute cash in proportion to and to the extent of each Member’s Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 75th day of the next succeeding Fiscal Year; *provided*, that if the Company has made Distributions other than pursuant to this Section 7.04, the Manager may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.04 for any Fiscal Year exceed such Member’s Tax Amount (an “**Excess Amount**”), such Excess Amount

shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.04, except to the extent taken into account as an advance pursuant to Section 7.04(d).

(d) Any Distributions made pursuant to this Section 7.04 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 7.02(b) and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 7.02(b).

Section 7.05 Tax Withholding; Withholding Advances.

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

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

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

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

If a Member fails or is unable to deliver to the Managers the affidavit described in Section 7.05(a)(i), the Manager may withhold amounts from such Member in accordance with Section 7.05(b).

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Partnership Representative based on the advice of legal or tax advisors to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 as amended by the BBA and allocable to a Member as determined by the Partnership Representative in its sole discretion) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.05(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Managers, shall be charged against the Member's Capital Account.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member or Withholding Advances received on behalf of, or with respect to, such Member. The provisions of this Section 7.05(c) and the obligations of a Member pursuant to Section 7.05(b) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.05, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Over-withholding.** Neither the Company nor the Managers shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the

event of an over-withholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.06 Distributions in Kind.

(a) The Managers are hereby authorized, in their sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; *provided*, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the Members pursuant to Section 7.02.

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

Section 7.07 Allocation of Proceeds in the Event of Complete Disposition. If all or substantially all of the outstanding Membership Interests in the Company are sold to a purchaser, the Members agree to share the consideration (the "**Purchase Price**") in a manner that reflects the amount that each Member would receive if the Company had sold all of its assets and made a liquidation distribution of the Purchase Price under Section 13.03(c).

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. The business and affairs of the Company shall be managed by the Managers, who may also be Members, for the duration of the existence of the Company; it being understood and agreed that the Members shall not have any right to remove the Managers or to elect persons other than the Managers to serve as managers of the Company except as set forth herein. For so long as the Company qualifies as an "social empowerment entity" by the Massachusetts Office of Economic Empowerment, the Managers shall consist of two persons designated by the Class A Members (which shall initially be Tuyetmai Martinez and Peri Higgins (the "Class A Managers")), and one person designated by the Class B Members (which shall initially be April Arrasate (the "Class B Manager(s)")). If the Company no longer qualifies as an "empowerment entity" by the Massachusetts Office of Economic Empowerment, the Managers shall consist of one person designated by the Class A members and three persons designated by the Class B members. In the event of the withdrawal, resignation, death or incapacity of a Manager, such Manager's rights, duties and powers hereunder shall vest in the remaining Manager(s), subject to the provisions of this Agreement. Subject to the right of the Company to require a Member (and any Manager who is also a Member) to withdraw from the Company, any Member entitled to designate a Manager as set forth above shall have the sole right to remove any such Manager and designate any replacement Manager. The Managers shall have such rights, duties and powers as are specified in this Agreement. For the avoidance of doubt, no Member (other than the Managers) shall have any right with respect to the management or control of Company other than as set forth in Section 8.02 below. Subject to the provisions of Section 8.02, the Managers shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as they deem necessary or appropriate to accomplish the purposes of the Company. Any Manager may resign at any time upon written notice to the Managers. Any Non-Class Manager may be removed by a vote of Members owning a majority of the Voting Units, with or without

cause at any time. A vacancy in the Board occurring because of death, resignation, removal or otherwise, of any Manager may, but need not, be filled by a vote of a majority of the Voting Units. The Class A Managers shall only be designated or removed, and any vacancy in the Class A Manager seat shall only be filled, by the Class A Members, and the Class B Manager shall only be designated or removed, and any vacancy in the Class B Manager seat shall only be filled, by the Class B Members; it being agreed and understood that no Class A Manager shall be removed other than for cause for the six-year period from the date hereof. Any and all actions requiring the vote of the Managers shall be decided by the affirmative vote of a majority of the Managers. The Managers shall have the right to appoint additional Managers from time to time, provided that any such appointment shall require the unanimous approval of the then-existing Managers. The Managers shall meet no less than on a quarterly basis.

Section 8.02 Required Approvals. The Managers shall not take or permit the Company to take any of the actions set forth in Section 4.05(b) without obtaining the required Members approval as set forth therein.

Section 8.03 Officers. The Managers may appoint individuals as officers of the Company (the “Officers”) as they deem necessary or desirable to carry on the business of the Company, and the Managers may delegate to such Officers such power and authority as the Managers deem advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Managers or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Managers. Any Officer may be removed by the Managers with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Managers.

Section 8.04 Action Without Meeting. Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. A record shall be maintained by the Managers of each such action taken by written consent of a Member or Members.

Section 8.05 Other Activities; Business Opportunities. Nothing contained in this Agreement shall prevent any Member, including the Managers, or any of their Affiliates of any Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business. Notwithstanding the foregoing, the Principal agrees not to own of record or beneficially any economic or other ownership interest in, or be employed by or otherwise be involved in any other entity which is primarily involved in the cannabis delivery business conducted by the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from other such activities or businesses undertaken in compliance with this Section 8.05.

Section 8.06 Compensation and Reimbursement of Managers. The Managers shall not be compensated for their services as a Manager, but the Company shall reimburse the Managers for all ordinary, necessary and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company’s business activities, including, without limitation, salaries of officers and employees of the Managers who are carrying out the Company’s business activities.

Section 8.07 [Intentionally Omitted]

Section 8.08 No Personal Liability. Except as otherwise provided by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability

of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

Section 8.09 Budget. Not later than sixty (60) days after the commencement of each Fiscal Year, or such other longer period of time as determined by the Managers, the Managers shall prepare and submit to the Members a copy of the business plan and monthly and annual operating budgets for the Company and any Company Subsidiaries for the upcoming Fiscal Year, including capital and operating expense budgets, cash flow projections, and profit and loss projections, all itemized in reasonable detail (including itemization of provisions for Officers' compensation) (the "**Budget**") for approval by the Members in accordance with Section 4.05(b).

ARTICLE IX PRE-EMPTIVE RIGHTS

Section 9.01 Pre-emptive Right.

(a) **Issuance of New Interests.** The Company hereby grants to each holder of Units (each, a "**Pre-emptive Member**") the right to purchase its Applicable Pro Rata Portion of any New Interests that the Company may from time to time propose to issue or sell to any party pursuant to Section 3.04(i).

(b) **Additional Issuance Notices.** The Company shall give written notice (an "**Issuance Notice**") of any proposed issuance or sale described in Section 9.01(a) to the Pre-emptive Members within five (5) Business Days following any decision by the Managers approving any such issuance or sale. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Interests (a "**Prospective Purchaser**") and shall set forth the material terms and conditions of the proposed issuance or sale, including:

(i) the number and description of the New Interests proposed to be issued and the percentage of the Company's Units then outstanding on a Fully Diluted Basis that such issuance would represent;

(ii) the proposed issuance date, which shall be at least ten (10) Business Days from the date of the Issuance Notice;

(iii) the proposed purchase price per unit of the New Interests; and

(iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Managers' good-faith determination of the Fair Market Value thereof.

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

(c) **Exercise of Pre-emptive Rights.** Each Pre-emptive Member shall for a period of ten (10) Business Days following the receipt of an Issuance Notice (the "**Exercise Period**") have the right to elect irrevocably to purchase all or any portion of its Pro Rata Portion of any New Interests at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company (an "**Acceptance Notice**") specifying the number of Interests it desires to purchase. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Member to purchase the New Interests described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 9.01 with respect to the

purchase of such New Interests but shall not affect its rights with respect to any future issuances or sales of New Interests.

(d) **Over-allotment.** No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Member in writing of the number of New Interests that each Pre-emptive Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the “**Over-allotment Notice**”). Each Pre-emptive Member exercising its rights to purchase its Applicable Pro Rata Portion of the New Interests in full (an “**Exercising Member**”) shall have a right of over-allotment such that if any other Pre-emptive Member has failed to exercise its right under this Section 9.01 to purchase its full Applicable Pro Rata Portion of the New Interests (each, a “**Non-Exercising Member**”), such Exercising Member may purchase its Applicable Pro Rata Portion of such Non-Exercising Member’s allotment by giving written notice to the Company within three (3) Business Days of receipt of the Over-allotment Notice (the “**Over-allotment Exercise Period**”).

(e) **Sales to the Prospective Purchaser.** Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Interests described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in this Section 9.01 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Interests to be issued or sold by the Company may be reduced); *provided*, that: (i) such issuance or sale is closed within 60 days after the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such 60 day period for a reasonable time not to exceed 60 days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Interests are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Interests within such time period, the Company shall not thereafter issue or sell any New Interests without first again offering such securities to the Members in accordance with the procedures set forth in this Section 9.01.

(f) **Closing of the Issuance.** The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice.

ARTICLE X TRANSFER

Section 10.01 General Restrictions on Transfer.

(a) Each Member acknowledges and agrees that such Member (or any Permitted Transferee of such Member) shall not Transfer any Units or Unit Equivalents except (i) as permitted pursuant to Section 10.02 or (ii) as otherwise approved by the Managers in their sole discretion. No Transfer of Units or Unit Equivalents to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 10.02), each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents, and the Company agrees that it shall not issue any Units or Unit Equivalents:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue-sky laws, and then, with respect to a Transfer of Units or Unit Equivalents,

if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

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

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

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

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

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

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

(viii) if such Transfer would be to any Person who is a shareholder, member, partner, officer, director, employee, advisor or consultant to any Competitor.

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

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

(d) For the avoidance of doubt, any Transfer of Units or Unit Equivalents permitted by Section 10.02 or made in accordance with the procedures described in Section 10.03 through Section 10.06, as applicable, and purporting to be a sale, transfer, assignment or other disposal of the entire Membership Interest represented by such Units or Unit Equivalents, inclusive of all the rights and benefits applicable to such Membership Interest as described in the definition of the term “**Membership Interest**,” shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term “**Membership Interest**,” unless otherwise explicitly agreed to by the parties to such Transfer.

Section 10.02 Permitted Transfers. The provisions of Section 10.01(a), Section 10.03, Section 10.04 (with respect to the Dragging Member only) and Section 10.05 shall not apply to any of the following

Transfers by any Member of any of its Units or Unit Equivalents, provided in each case such permitted Transferee (a "**Permitted Transferee**") enters into a Joinder Agreement and executes any other documents or certifications as the Managers may reasonably request:

(a) With respect to any Member who is an individual, to (i) such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "**Family Members**"), (ii) a trust under which the distribution of Units may be made only to such Management Member and/or any Family Member of such Management Member, (iii) a charitable remainder trust, the income from which will be paid to such Management Member during his life, (iv) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Member and/or Family Members of such Member, or (v) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries; *provided*, that any Member who Transfers Units shall remain bound by the provisions of Section 11.01; or

(b) With respect to any Member that is an entity, to the shareholders, partners, or members of such entity or to another Affiliate of such entity.

Section 10.03 Right of First Refusal.

(a) **Grant.** Subject to the transfer restrictions in Section 10.01, each Member hereby unconditionally and irrevocably grants to the Company a right (but not the obligation) to purchase all or any portion of the Units that such Member (the "**Offering Member**") may propose to Transfer (other than a Permitted Transfer) at the same price and on the same terms and conditions as those offered to the prospective Transferee.

(b) **Notice.** Subject to Section 10.03(a), each Offering Member proposing to make a Transfer (other than a Permitted Transfer) shall deliver a Proposed Transfer Notice to the Company and each ROFR Rightsholder not later than thirty (30) days prior to the proposed consummation of such Transfer. To exercise its right of first refusal under this Section 10.03, the Company must deliver a written notice to the Offering Member proposing the Transfer within sixty (60) days after its receipt of the Proposed Transfer Notice. If the Company does not intend to exercise its right of first refusal with respect to all Units proposed to be Transferred by such Offering Member, then the Company shall deliver a written notice to the Offering Member and to each ROFR Rightsholder to that effect not later than sixty (60) days after the Offering Member the Proposed Transfer Notice to the Company. As used herein, the term "**ROFR Rightsholders**" shall mean, in the case of a proposed Transfer of Units (or applicable Unit Equivalents), all Members other than Members owning Incentive Units.

(c) **Grant of Secondary Refusal Right to ROFR Rightsholders.** Each Offering Member hereby unconditionally and irrevocably grants to the ROFR Rightsholders a secondary refusal right (but not the obligation) to purchase all or any portion of the Units not purchased by the Company pursuant to Section 10.03(a). Each ROFR Rightsholder shall have the right to purchase up to its Pro Rata Portion (based on the number of Units held by such ROFR Rightsholder relative to the number of Units held by all ROFR Rightsholders), or such other proportion as the ROFR Rightsholders may agree to among themselves, of the Units as to which the Company has not timely exercised its right of first refusal. To exercise its secondary refusal right, a ROFR Rightsholder must deliver a written notice to the Offering Member proposing the Transfer and the Company within twenty (20) days after the Company's delivery of the notice required by Section 10.03(b). Each ROFR Rightsholders shall have the right to assign its secondary refusal right to any of its Affiliates.

(d) **Consideration; Closing.**

(i) If the consideration proposed to be paid for the Units to be Transferred by such Offering Member is in property, services or other non-cash consideration, then the Board shall set forth the Fair Market Value, in its' sole reasonable determination, of the consideration in the notice to be delivered to the ROFR Rightsholders pursuant to Section 10.03(b). In lieu of paying any non-cash consideration, the Company and each ROFR Rightsholder may pay the cash value equivalent thereof, as determined in good faith by the Manager and as set forth in such notice. The closing of the purchase of Units by the Company and the ROFR Rightsholders shall take place, and all payments from the Company and the ROFR Rightsholders, if any, shall be delivered to the Offering Member, by the later of (A) the date specified in the Proposed Transfer Notice as the intended date of the proposed Transfer and (B) ninety (90) days after delivery of the Proposed Transfer Notice.

(ii) If the Company and the ROFR Rightsholders have not collectively purchased all of the Units specified in the Proposed Transfer Notice, then, during the forty-five (45) day period beginning on the earlier of (A) the ninetieth (90th) day after the Offering Member delivers the Proposed Transfer Notice, and (B) the date on which the parties to the proposed Transfer have been finally determined pursuant to this Section 10.03, the Offering Member proposing the Transfer may Transfer all such Units specified in the Proposed Transfer Notice which the Company and the ROFR Rightsholders have not elected to purchase at a price and on terms no more favorable to the prospective Transferee(s) than the price and terms specified in the Proposed Transfer Notice. Any Units not Transferred during such forty-five (45) day period shall be subject to all of the provisions of Section 10.03 with respect to a subsequent proposed Transfer.

Section 10.04 Drag-along Rights.

(a) **Participation.** If Investor (together with its Permitted Transferees) (such Member or Members, the "**Dragging Member**"), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a "**Drag-along Sale**"), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 10.04(c) and subject to compliance with Section 10.04(d), to require that each other Member (each, a "**Drag-along Member**") participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag-along Sale) in the manner set forth in Section 10.04(b).

(b) **Sale of Units.** Subject to compliance with Section 10.04(d):

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

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement (including Section 4.05), each Drag-along Member shall vote in favor of the transaction

and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 13.03(c).

(c) **Sale Notice.** The Dragging Member shall exercise its rights pursuant to this Section 10.04 by delivering a written notice (the "**Drag-along Notice**") to the Company and each Drag-along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

(i) The name of the person or entity to whom such Units are proposed to be sold;

(ii) The proposed date, time and location of the closing of the sale;

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

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

(d) **Conditions of Sale.** The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 10.04 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series and the terms and conditions of such sale shall, except as otherwise provided in Section 10.04(d)(ii), be the same as those upon which the Dragging Member sells its Units; and

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

(e) **Cooperation.** Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 10.04(d)(ii).

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

(g) **Consummation of Sale.** The Dragging Member shall have one hundred twenty (120) days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which 120-day period may be extended for a reasonable time not to exceed one-hundred eighty (180) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 10.04 without again fully complying with the provisions of this Section 10.04.

Section 10.05 Tag Along Rights.

(a) **Participation.** Subject to the terms and conditions specified in Section 10.01 and Section 10.02, if any Member owning more than 10% of all the issued and outstanding Units (the “**Selling Member**”) proposes to Transfer any of its Units to any Person (a “**Proposed Transferee**”), each other Member (each, a “**Tag-along Member**”) shall be permitted to participate in such sale (a “**Tag-along Sale**”) on the terms and conditions set forth in this Section 10.05.

(b) **Application of Transfer Restrictions.** The provisions of this Section 10.05 shall only apply to Transfers in which:

(i) The Dragging Member, if applicable, has elected to not exercise its drag-along right under Section 10.04.

(c) **Sale Notice.** Prior to the consummation of any Transfer of Units qualifying under Section 10.05(b), the Selling Member shall deliver to the Company and each other Member holding Units of the class or series proposed to be Transferred a written notice (a “**Sale Notice**”) of the proposed Tag-along Sale as soon as practicable and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-along Members’ rights hereunder and shall describe in reasonable detail:

- (i) The aggregate number of Units the Proposed Transferee has offered to purchase;
- (ii) The identity of the Proposed Transferee;
- (iii) The proposed date, time and location of the closing of the Tag-along Sale;

(iv) The purchase price per applicable Unit (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

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

(d) **Exercise of Tag-along Right.**

(i) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 10.05(d)(ii) shall have the right to Transfer in the Tag-along Sale the number of Units equal to the product of (x) the aggregate number of Units, as the case may be, that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units on a Fully Diluted Basis then held by the applicable Member, and (B) the denominator of which is equal to the number of Unit on a Fully Diluted Basis then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Section 10.05(d)(ii) (such amount with respect to the Units the “**Tag-along Portion**”).

(ii) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a “**Tag-along Notice**”) stating its election to do so and specifying the number of Units and/or Unit Equivalents (up to its Tag-along Portion) to be Transferred by it no later than ten (10) Business Days after receipt of the Sale Notice (the “**Tag-along Period**”).

(iii) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 10.05.

(e) **Waiver.** Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 10.05(d)(ii) shall be deemed to have waived all of such Tag-along Member’s rights to participate in the Tag-along Sale with respect to the Units owned by such Tag-along Member, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units identified in the Sale Notice at a per-Unit price that is no greater than the applicable per-Unit price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

(f) **Conditions of Sale.**

(i) Each Member participating in the Tag-along Sale shall receive the same consideration per Unit after deduction of such Member’s proportionate share of the related expenses in accordance with Section 10.05(h) below.

(ii) Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; *provided*, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their

Units; *provided, further*, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly, and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

(g) **Cooperation.** Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 10.05(f)(ii).

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

(i) **Consummation of Sale.** The Selling Member shall have sixty (60) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 60-day period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Section 10.05 without again fully complying with the provisions of this Section 10.05.

(j) **Transfers in Violation of the Tag-along Right.** If the Selling Member sells or otherwise Transfers to the Proposed Transferee any of its Units in breach of this Section 10.05, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units of each applicable class or series that such Tag-along Member would have had the right to sell to the Proposed Transferee pursuant to this Section 10.05, for a per-Unit amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; *provided*, that nothing contained in this Section 10.05(j) shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Section 10.05. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 10.05(j).

Section 10.06 Incentive Units Call Right.

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

(i) For the Restricted Incentive Units, under all circumstances of termination, a price equal to the lesser of their Fair Market Value and their Initial Cost (the "**Cause Purchase Price**").

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

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

(B) the resignation of such Service Provider for any reason other than Good Reason at any time prior to the fourth anniversary of the date hereof (or if later, the date that such Service Provider began his employment or other engagement with the Company or Company Subsidiary).

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

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

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

(C) the resignation of such Service Provider for any reason other than Good Reason at any time following the fifth anniversary of the date hereof (or if later, the date that such Service Provider began his employment or other engagement with the Company or Company Subsidiary); or

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

(b) **Procedures.**

(i) If the Company desires to exercise its right to purchase Incentive Units pursuant to this Section 10.06, the Company shall deliver to the Service Provider, within ninety (90) days after the termination of such Service Provider's employment or other engagement, a written notice (the "**Repurchase Notice**") specifying the number of Incentive Units to be repurchased by the Company (the "**Repurchased Incentive Units**") and the purchase price therefor in accordance with Section 10.06(a).

(ii) Each applicable Service Provider shall, at the closing of any purchase consummated pursuant to this Section 10.06, represent and warrant to the Company that:

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

(B) such Service Provider has all the necessary power and authority and has taken all necessary action to sell such Repurchased Incentive Units as contemplated by this Section 10.06; and

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

(iii) Subject to Section 10.06(c) below, the closing of any sale of Repurchased Incentive Units pursuant to this Section 10.06 shall take place no later than thirty (30) days following receipt by the Service Provider of the Repurchase Notice. Subject to the existence of any Delay Condition, the Company shall pay the Call Purchase Price for the Repurchased Incentive Units by certified or official bank check or by wire transfer of immediately available funds. The Company shall give the Service Provider at least ten (10) days' written notice of the date of closing, which notice shall include the method of payment selected by the Company.

(c) **Cooperation.** The Service Provider shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 10.06, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(d) **Closing.** At the closing of any sale and purchase pursuant to this Section 10.06, the Service Provider shall deliver to the Company a certificate or certificates representing the Incentive Units to be sold (if any), accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the Call Purchase Price.

ARTICLE XI COVENANTS

Section 11.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, such Member will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company or the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, the following: information concerning business plans, financial statements and other information provided pursuant to this Agreement; operating practices and methods; expansion, strategic and marketing plans; contracts; customer lists; and other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to Competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purpose of monitoring and analyzing such Member's investment in the Company or performing such member's duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 11.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent

compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 11.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 11.01 as if a Member; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 11.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; *provided*, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

ARTICLE XII ACCOUNTING; TAX MATTERS

Section 12.01 Financial Statements. The Company shall furnish, upon request, to each Member holding 10% or more of the Units of the Company (each, a "**Qualified Member**") the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within one hundred twenty (120) days after the end of each Fiscal Year, unaudited consolidated balance sheets of the Company and Company Subsidiaries as at the end of each such Fiscal Year and audited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, in each case setting forth in comparative form the figures for the previous Fiscal Year, accompanied by the certification of independent certified public accountants of recognized national standing selected by the Manager, certifying to the effect that, except as set forth therein, such financial statements have been prepared in accordance with GAAP, applied on a basis consistent with prior years, and fairly present in all material respects the financial condition of the Company and Company Subsidiaries as of the dates thereof and the results of their operations and changes in their cash flows and Members' equity for the periods covered thereby.

(b) **Quarterly Financial Statements.** As soon as available, and in any event within sixty (60) days after the end of each quarterly accounting period in each Fiscal Year (other than the last fiscal quarter of the Fiscal Year), unaudited consolidated balance sheets of the Company and Company Subsidiaries as at the end of each such fiscal quarter and for the current Fiscal Year to date and unaudited consolidated statements of income, cash flows and Members' equity for such fiscal quarter and for the current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal quarter, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto), and certified by the principal financial or accounting officer of the Company.

Section 12.02 Inspection Rights. Upon reasonable notice from a Qualified Member, the Company shall, and shall cause its Managers, Officers and employees to, afford each Qualified Member and its Representatives reasonable access during normal business hours to (i) the Company's and the Company Subsidiaries' properties, offices, plants and other facilities, (ii) the corporate, financial and similar records, reports and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Qualified Member and its Representatives to examine such documents and make copies thereof, and (iii) the Company's and the Company Subsidiaries' Officers, senior employees and public accountants, and to afford each Qualified Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company and the Company Subsidiaries with their Officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Qualified Member and its Representatives such affairs, finances and accounts).

Section 12.03 [Intentionally Omitted]

Section 12.04 Tax Matters Member.

(a) **Appointment.** The Board shall hereby appoint a Manager as the "tax matters partner" (as defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA")) (the "**Tax Matters Member**") and, for tax years beginning on or after January 1, 2021, the "partnership representative" (the "**Partnership Representative**") as provided in Code Section 6223(a) (as amended by the BBA).

(b) **Tax Examinations and Audits.** The Tax Matters Member and Partnership Representative are each authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Tax Matters Member or Partnership Representative, which authorization may be withheld by the Tax Matters Member or Partnership Representative in its sole and absolute discretion. The Tax Matters Member or Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and its Members shall be bound by the actions taken by the Tax Matters Member and Partnership Representative.

(c) **BBA Elections and Procedures.** In the event of an audit of the Company that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "**BBA Procedures**"), the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the BBA Procedures (including any election under Code Section 6226 as amended by the BBA). If an election under Code Section 6226(a) (as amended by the BBA) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA).

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any

Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 7.05(c). To the extent that the Partnership Representative does not make an election under Code Section 6221(b) or Code Section 6226 (each as amended by the BBA), the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), as amended by the BBA, and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return, as described in Code Section 6225(c)(2) as amended by the BBA, to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.

(e) **Resignation.** The Tax Matters Member or Partnership Representative may resign at any time. If Sponsor ceases to be the Tax Matters Member or Partnership Representative for any reason, the holders of a majority of the Common Units of the Company shall appoint a new Tax Matters Member or Partnership Representative.

Section 12.05 Tax Returns. At the expense of the Company, the Managers (or any Officer that it may designate pursuant to Section 8.03) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Managers or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 12.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Managers may designate.

ARTICLE XIII DISSOLUTION AND LIQUIDATION

Section 13.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) An election to dissolve the Company as determined by the Managers;
- (b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company in accordance with the terms of this Agreement; or
- (c) The entry of a decree of judicial dissolution under the Statute.

Section 13.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 13.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 13.03 and the Certificate of Organization shall have been cancelled as provided in Section 13.04.

Section 13.03 Liquidation. If the Company is dissolved pursuant to Section 13.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Statute and the following provisions:

(a) **Liquidator.** The Managers, or a Person selected by the Managers or holders of a majority of the Units, shall act as liquidator to wind up the Company (the “**Liquidator**”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

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

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

(iii) *Third*, to the Class B Members until such time as the Class B Members have received aggregate Distributions (including all Distributions pursuant to Sections 7.02 and 7.04) equal to 150% of their Capital Contribution; and

(iv) *Fourth*, to all Members in the same manner as Distributions are made under Section 7.02(b).

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 13.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 13.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 13.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 13.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 13.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions

other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 13.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 14.03.

Section 13.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator or any other Member.

ARTICLE XIV EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Covered Persons.

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

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

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Statute.

Section 14.02 Liabilities and Duties of Covered Persons.

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

at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

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

Section 14.03 Indemnification.

(a) **Indemnification.** To the fullest extent permitted by the Statute and Applicable Law, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

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

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

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

(b) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 14.03; *provided*, that if it is finally judicially determined that such Covered Person is not

entitled to the indemnification provided by this Section 14.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) **Entitlement to Indemnity.** The indemnification provided by this Section 14.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 14.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 14.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

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

(e) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 14.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) **Savings Clause.** If this Section 14.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 14.03 to the fullest extent permitted by any applicable portion of this Section 14.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) **Amendment.** The provisions of this Section 14.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 14.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 14.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 14.04 Survival. The provisions of this ARTICLE XIV shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XV MISCELLANEOUS

Section 15.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses; it being agreed and acknowledged that the legal fees incurred in connection with drafting this Agreement and the related Investor Subscription Agreement shall be deemed expenses of the Company.

Section 15.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 15.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.03):

If to the Company or the Managers:

Tuyetmai Martinez
430 Truman Highway
Milton Ma 02186
mai.martinez924@gmail.com

With a Copy to:

April Arrasate
161 Crabtree Rd
Quincy MA 02171
april@corecannabis.org

Section 15.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 15.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable

manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 15.06 Entire Agreement. This Agreement, together with the Certificate of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 15.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15.08 Third-Party Beneficiaries. Except as provided in ARTICLE XIV, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 15.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Members holding a majority of the Units or as required pursuant to Section 4.05(b). Any such written amendment or modification will be binding upon the Company and each Member; *provided*, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (i) such Member relative to the rights of other Members in respect of Units of the same class or series or (ii) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Managers without the consent of or execution by the Members.

Section 15.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 15.10 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 9.01(c), Section 10.05(e), Section 14.02(a) and Section 15.13 hereof.

Section 15.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 15.12 Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with,

this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in a United States District Court residing within the City of Boston in the Commonwealth of Massachusetts. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address set forth in Section 15.03 shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 15.13 Waiver of Jury Trial. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 15.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 15.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 15.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 14.02 to the contrary.

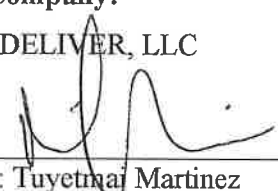
Section 15.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

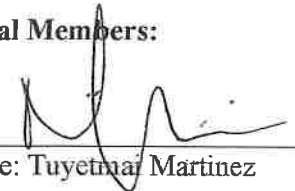
The Company:

WEEDELIVER, LLC

By: 

Name: Tuyetmai Martinez

Initial Members:


Name: Tuyetmai Martinez

CORE TECHNOLOGIES, LLC

By: 

Name: April Arrasate

EXHIBIT A
FORM OF JOINDER AGREEMENT

[Date]

WeeDeliver, LLC

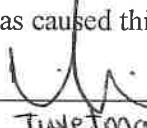
Ladies and Gentlemen:

Reference is made to the Limited Liability Company Operating Agreement, dated as of _____, 2021 (as amended, restated or otherwise modified from time to time, the "Operating Agreement"), by and among _____, LLC and the Members who were or became parties thereto. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Operating Agreement.

The undersigned (the "New Member"), agrees as follows:

1. Agreement. The New Member hereby unconditionally and expressly agrees to become, by execution and delivery of this agreement does become, and assumes each and every one of the obligations of, a "Member" under and as defined in the Operating Agreement. In addition, the New Member makes each and every representation and warranty of a Member set forth in the Operating Agreement as of the date hereof.
2. Further Assurances. The New Member agrees to cooperate with the other parties to the Operating Agreement and execute such further instruments and documents as such parties shall reasonably request to effect, to the reasonable satisfaction of such parties, the purposes of this agreement.
3. Binding Effect. This agreement shall be binding upon the New Member and their successors and assigns.
4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, EXCLUDING CHOICE OF LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

IN WITNESS WHEREOF, the New Member has caused this agreement to be executed and delivered:

By: 
Name: Tuyenmai Martinez
Title: Principal

SCHEDULE A

MEMBERS SCHEDULE

Name of Member	Capital Contribution	Class of Units	No. of Units	Pro Rata Ownership	Address
Tuyetmai Martinez	Previously Made as Founder (\$0)	A	501	50.1%	
Core Technologies, LLC	\$500,000	B	499	49.9%	

Attestation of Persons of Direct or Indirect Control

As defined in the *Guidance on Control and Ownership* released by the Cannabis Control Commission April 2022. Persons of direct or indirect control (PDIC) are defined as:

- a) An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
- b) A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
- c) A Close Associate;
- d) A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to: 1. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments; 2. To appoint more than 50% of the directors or their equivalent; 3. To appoint or remove Corporate-level officers or their equivalent; 4. To make major marketing, production, and financial decisions; 5. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or 6. To earn 10% or more of the profits or collect more than 10% of the dividends.
- e) A Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; or
- f) A Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.

Jorge W. Martinez is spouse to Tuyetmai Martinez. He does not hold ownership or equity in the business.

Kevin Talbot is an attorney for Wee Deliver, LLC. He has provided some legal advice but does not hold the right to control or have authority over the entity.

1ST AMENDMENT TO LIMITED LIABILITY COMPANY OPERATING AGREEMENT

All parties to this “First Amendment” understand and agree they have had the opportunity to review this First Amendment, and to have this First Amendment reviewed by their own attorney prior to signing this First Amendment.

This First Amendment (“First Amendment”) is made and entered into as of the 21 day of February, 2024 (“Effective Date”), by and between WeeDeliver LLC (the “Company”) Tuyetmai Martinez (the “Principal” or “Original Member”) and Core Technologies, LLC a Massachusetts limited liability company (the “Investor”).

RECITALS

WHEREAS, the Parties entered into a LIMITED LIABILITY COMPANY OPERATING AGREEMENT dated as of the 29th of October, 2021 (the “Original Agreement”); and

WHEREAS, The Parties seek to amend the Original Agreement as follows.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

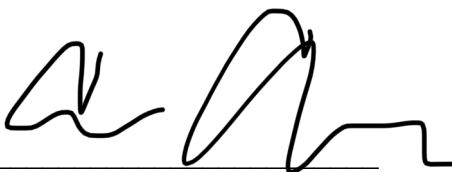
1. Recitals and Exhibits. The foregoing Recitals are true and correct and are incorporated herein by this reference as if fully set forth. All capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed to such terms in the Original Agreement. Unless the context clearly indicates otherwise, all references to the “Agreement” in the Original Agreement shall be deemed to refer to the Original Agreement as amended by and through this First Amendment.
2. Amendment to the Original Assignment and Assumption. Article VIII of the Original Agreement, entitled “Management” shall remain the same except that the Class A Manager “Peri Higgins” shall be replaced by “Sarah LaBranche.”

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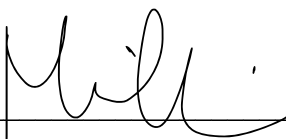
In Witness Whereof, the parties hereto have executed this First Amendment as of the date set forth above

CORE TECHNOLOGIES, LLC

WEEDELIVER, LLC

By 

Name: April Arrasate

By 

Name: Tuyetmai Martinez


Tuyetmai Martinez

Attestation of Persons of Direct or Indirect Control

As defined in the *Guidance on Control and Ownership* released by the Cannabis Control Commission April 2022. Persons of direct or indirect control (PDIC) are defined as:

An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;

A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;

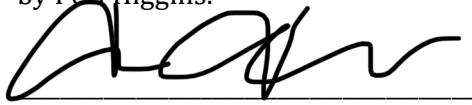
A Close Associate;

A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to: 1. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments; 2. To appoint more than 50% of the directors or their equivalent; 3. To appoint or remove Corporate-level officers or their equivalent; 4. To make major marketing, production, and financial decisions; 5. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or 6. To earn 10% or more of the profits or collect more than 10% of the dividends.

A Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; or

A Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.

In December of 2023, Sarah LaBranche replaced Peri Higgins as Chief Financial Officer for Core Technologies and will be filling the position of a Board Member for WeeDeliver previously occupied by Peri Higgins.



April A. Arrasatte, CEO, Core Technologies

2/28/23
Date

Plan for Obtaining Liability Insurance

WeeDeliver, 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) 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: *Adult Use of Marijuana*.

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

WeeDeliver Business Plan

WeeDeliver, LLC

Business Plan

WeeDeliver Business Plan

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WeeDeliver Values

Corporate Culture

Ethics and Conduct

Employee Compensation

Safety

Training

Company Culture

Cannabis 101

Compliance

Economic / Social / Community Impact

WeeDeliver Business Plan

1. Overview

WeeDeliver, LLC (“WeeDeliver” or the “Company”) was founded by Tuyetmai (Mai) Martinez in July 2021 for the purpose of obtaining a marijuana delivery license. As an educator in Dorchester with over a decade of teaching, Mai has grown deep roots in the ESL community. Mai experienced first-hand the challenges of speaking English as a second language in an English speaking classroom, so after completing her Bachelor of Science in Psychology and her Masters in Education from UMass Boston, Mai focused her career on providing inclusive educational opportunities for students with special needs.

Mai’s immediate family experienced immeasurable tragedy due to cannabis prohibition, which has led Mai to capitalize on the rare opportunity the Massachusetts Economic Empowerment Program presents to expand on her inclusion efforts beyond the classroom. She recognizes the possibility for cannabis to have a positive impact on previously affected and undervalued community members through safe access to legal cannabis, employment opportunities, and modeling of successful business practices.

In August 2021, WeeDeliver received the Economic Empowerment designation from the Cannabis Control Commission (the “Commission”). Since that time, the Company has interviewed a number of marijuana operators with the goal of identifying a partner to pursue Delivery Courier and Operator licenses. Mai was not only looking for a partner with the requisite cannabis experience and access to capital needed to support the Company in launching the business, but also seeking to identify a partner who shared the WeeDeliver values. The match was made when WeeDeliver met the Core Technologies team and partnered with Core Technologies LLC (“Core”).

Core has been established to invest in and develop cannabis companies and partnerships in Massachusetts. The Core team of April Arrasate, Tomas Gonzalez and Peri Higgins has significant cannabis experience as is demonstrated in the bios included in this business plan. Most notably, the Core team through Core Empowerment LLC, holds a Marijuana Retailer license in Jamaica Plain.

Core Empowerment maintains a diverse owner/operator team of women and people of color who control the entity. Furthermore, 89.4% of the company is owned by women and people of color (many of whom are local to Jamaica Plain). Core Empowerment, as the name indicates, seeks to empower its employees, support the communities in which it operates, and provide opportunities for its investors (many of whom have never had an opportunity to make a venture capital investment) to garner wealth.

Core recognizes that it is challenging for Economic Empowerment applicants to navigate the application and start-up phases of licensing. As such, Core is proud to lend its expertise and resources and partner with WeeDeliver to enable the Company to take part in the growing cannabis industry. In addition, Core Empowerment dba Seed intends to be WeeDeliver’s first customer so its products can be delivered from Seed dispensaries to Seed customers.

WeeDeliver Business Plan

2. The Team

The WeeDeliver team consists of and the Core representatives – April Arrasate, Peri Higgins and Tomas Gonzalez. Together the WeeDeliver team has the requisite cannabis, start-up and community engagement expertise to ensure the success of the Company. Bios of the team are included below.

Tuyetmai Martinez, Owner / CEO

Tuyetmai (Mai) Martinez is an experienced educator and community leader with over a decade of teaching experience in the Boston public school system. Matriculating through the Dorchester public school system gave Ms. Martinez a profound understanding of the social challenges faced in minority communities. She brings an unparalleled sense of empathy and ambition to this pivot in her career. She recognizes the limited opportunities for minority applicants to enter into the cannabis space and she feels a deeply personal sense of responsibility to create access for those who otherwise have no safe entry point.

The impact of cannabis prohibition interjected itself into Ms. Martinez's family narrative in irreparable ways. Four of her immediate family members, including both of her parents and two of her older brothers, received significant prison sentences for involvement in the illicit cannabis distribution market. After ten years behind bars, her father was released and deported to Vietnam. Two of her brothers remain in prison serving 20+ year sentences for nonviolent cannabis crimes. Entering into the legal cannabis market is an opportunity for Ms. Martinez's family to begin to repair the suffering and re-script the family narrative.

Ms. Martinez holds a Bachelor of Science in Psychology and an Masters in Education from UMass Boston. She is the first member of her family to have earned a higher degree. As an educator and driven lifelong learner, Ms. Martinez is the perfect partner to collaborate with the experienced Core team to create an impactful presence in the Massachusetts cannabis industry.

April Arrasate, CEO of Core Technologies / Team Member

April Arrasate, Esq. has significant experience in operating a cannabis business in a highly regulated cannabis market. In 2014, backed by a small group of investors, Arrasate co-founded Curaleaf LLC, a licensed medicinal marijuana producer in Connecticut. After winning one of Connecticut's four producer/processor licenses, she served as Director and COO of Curaleaf for most of its operational history until selling a controlling interest in March of 2017. Curaleaf distinguished itself through high product quality, product innovation, steadily improving operational capabilities, maintaining an excellent record of compliance, and excellent customer service.

Curaleaf highlights while under Ms. Arrasate's leadership include:

General

- License granted February 2014

WeeDeliver Business Plan

- Production achieved (1st sales) in the 40,000 ft² facility in September 2014
- Employees: 31 full-time, 17 flex/part-time, 9 security officers

Financial

- 30%+ revenue growth per quarter
- 35% market share
- 75-80% gross margins

Product Innovation Leader in Connecticut

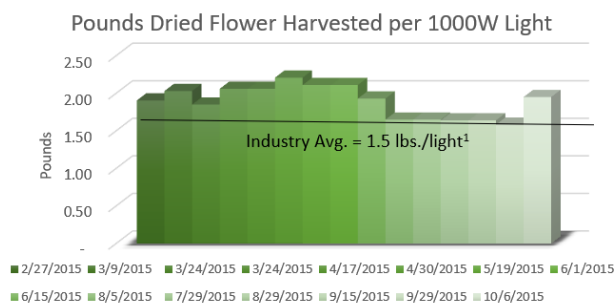
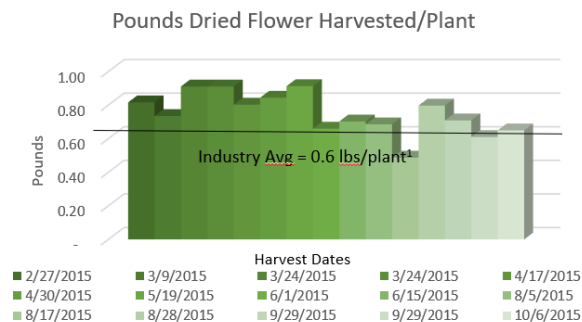
- 1st consumables from extract, December 2014
- 1st “Medibles”—infused granola and almond butter, January 2015
- 1st vape oil cartridges and pens, February 2015
- 1st oromucosal spray, March 2015

40,000 ft² Indoor Facility (22,000 ft² built out)

- 1,500 ft² of mother/veg room
- 4,300 ft² of flower rooms
- 140-180 lbs of dried flower/month

High Yield Cultivation: Above Industry Averages

- 20+ strains grown in soil using organic cultivation methods



Substantial Investment in Fixed Assets for Product Diversity and Market Expansion

- Scientist-staffed, in-house lab
- High capacity, supercritical CO₂ extraction machine to process extracts
- Baker-staffed, in-house commercial kitchen

WeeDeliver Business Plan

Curaleaf Product Line Images



Oromucosal Spray



Tincture Drops



Flower Vaporizer



Dried Flower

Prior to her legal and medical cannabis career, Arrasate utilized her undergraduate degree in biology and chemistry in the biotech industry. She worked in the field of pharmaceutical synthesis with Genzyme and with Harvard Medical School's Channing Laboratory. At Harvard, Ms. Arrasate worked in antigen synthesis to create a compound that was ultimately procured by a major drug manufacturer.

Peri Higgins, Team Member

Peri Higgins has worked in the financial, private equity and real estate industries for more than 20 years. Over the past ten years, she has worked with consulting clients across a wide range of industries to evaluate investment decisions, conduct due diligence, develop business plans and financial models, increase revenues and profitability, create efficiencies through process optimization, and develop strategies to overcome challenges. In the past five years, Higgins has focused her consulting activities on companies engaged in the marijuana industry. This work has included: i) writing license applications; ii) developing financial projections; iii) assisting clients in developing materials and strategies to raise capital; and iv) aiding clients in launching their licensed businesses. She serves as the COO/CFO of Core Empowerment and will assist WeeDeliver in launching the Company and providing operational support thereafter.

Before her work in consulting, Ms. Higgins established two real estate funds. The first fund was focused on net leased properties in the U.S. and Canada, while the second fund focused on multi-family housing. Her responsibilities as a general partner included evaluating the merits of potential acquisitions and divestitures, securing financing, and managing investor relations.

Prior to her work in real estate, Ms. Higgins managed the private equity portfolio of a privately held manufacturing company. She had responsibility for conducting financial and operational due diligence on targeted opportunities, making investment recommendations, monitoring portfolio company performance, creating financial projections, analyzing financial results, developing growth and exit strategies, and managing divestiture processes.

Prior to her private equity investment activities, Ms. Higgins was an Associate in the public finance division of a New York based investment bank. In this capacity, Higgins administered a variable-rate hospital bond pool and provided technical support on municipal bond issuances.

WeeDeliver Business Plan

Ms. Higgins received a Bachelor of Arts from Harvard University and holds a Master in Business Administration with a Major in Finance from the Wharton School of the University of Pennsylvania.

Tomas Gonzalez, Team Member

Tomas Gonzalez is a native Bostonian and a graduate of Boston College. As the Chief Administrative Officer for Core Empowerment, Gonzalez is responsible for community engagement, managing vendor relationships and hiring a diverse workforce.

Prior to joining Core Empowerment, Gonzalez was the Deputy Director for the Mayor's Office of Neighborhood Services (MONS) under Mayor Martin J. Walsh. In that role, he oversaw the day-to-day operations of MONS, the hiring and training of the Mayoral appointed liaisons and their supervision and coaching.

Gonzalez also served as an Assistant Commissioner for the City of Boston's Inspectional Services Department where he oversaw the operations of the City's Zoning Board of Appeals, the department's emergency response team, the call center and constituent services outreach and response. In 2017, he completed a certificate program at the Harvard Kennedy School's Executive Education in Senior Executives in State and Local Government program.

Gonzalez has dedicated much of his professional career to local government, running campaigns, and organizing, and advocating for social and economic justice. Before joining the Walsh administration, he served as the political director for the Massachusetts Communities Action Network, the state's largest faith-based advocacy and action group. Gonzalez was a founding member and an executive board member of Raise Up Massachusetts, which is the State's largest social justice table. He recently co-authored an article published in the *Trotter Review* and a blog post for the African-American Intellectual History Society.

WeeDeliver Business Plan

3. Operational Plan

WeeDeliver, with the support of the Core team, has significant experience in the cannabis industry, including logistics, transportation, security and dispensary operations in Connecticut and Maine, as well as Massachusetts. The team will use the detailed standard operating procedures (SOPs) generated from its past experience to ensure that WeeDeliver takes the necessary precautions to safely receive and deliver marijuana products from dispensaries to clients.

WeeDeliver's business model is focused on providing delivery services to dispensaries in Massachusetts. The Delivery Agreement defining the terms between WeeDeliver and our dispensary partners will include a flat annual fee arrangement. Dispensaries will maintain the ability to charge their clients delivery fees.

All delivery processes will comply with Massachusetts regulations as follows:

- WeeDeliver's delivery employees will have a valid agent registration.
- Marijuana and marijuana products ("Products") that are delivered will be obtained from a licensed dispensary.
- WeeDeliver will enter into Delivery Agreements with our dispensary partners and a technology agreement with our third-party technology platform provider.
- The maximum retail value of Products in WeeDeliver vehicles at any time will be \$10,000.
- Product deliveries will be tracked using METRC.
- Deliveries will be geographically limited to the municipality of the dispensary, municipalities which allow for retail, or municipalities which allow delivery of marijuana and marijuana products.
- Deliveries will be completed by the earlier of 9pm or the time determined by municipal ordinance. Products will not be delivered between 9pm and 8am.
- WeeDeliver will seek to minimize the amount of cash carried in its vehicles at any one time. Cash, when carried, will be stored in a locked compartment.
- Products will only be delivered to the residence address provided. Deliveries will not be made to a college or university dorm or to federal public housing.
- WeeDeliver will not deliver more than the individual possession amounts as regulated to any one consumer and will not deliver to the same consumer at the same residence more than once per day.
- Orders will be packaged and labeled according to Massachusetts regulations.
- WeeDeliver will return undeliverable or refused products back to the originating dispensary or returned to the WeeDeliver vault after all deliveries have been made and prior to 9pm each day.
- WeeDeliver will verify the age and identity of the consumer at the time of delivery to ensure that products are not delivered to individuals under the age of 21 and will receive and verify the signature of the purchasing consumer on the manifest.
- WeeDeliver will own or lease its delivery vehicles and will have the vehicles registered, inspected and insured in Massachusetts.

WeeDeliver Business Plan

- Vehicles will not have external markings to indicate they are being used for home delivery of marijuana or marijuana products.
- Vehicles will be staffed with at least two marijuana establishment agents. One agent will remain with the vehicles at all times the vehicle contains products.
- Product will not be visible from outside the vehicle and product and cash will be kept in separate, secure, locked storage compartments that are part of the vehicle.
- A log will be maintained to record details related to each stop.
- WeeDeliver delivery personnel will communicate with the Company office when arriving and leaving each delivery and will maintain contact at least every 30 minutes when marijuana products are in the vehicle.
- A log will be kept for each delivery vehicle to track the date and time of vehicle stops and mileage for each segment.
- WeeDeliver will provide the Commission with delivery routes and will seek to randomize delivery routes.
- Firearms will be prohibited from vehicles during deliveries.
- Delivery manifests will be maintained as required by Massachusetts regulations.

WeeDeliver's specific standard operating procedures will include the following:

Vehicle: The proposed van that will be used in the transportation is the Nissan NV200 Compact Cargo van. The vehicle is 183.3 inches long, 68.1 inches wide, and has a height of 73.7 inches. The storage capacity is 122.7 CU feet, with a secure lockbox, Bluetooth hands free phone system, air conditioning, NissanConnect with Navigation and 20 integrated reinforced cargo-mounting points for custom shelving. This vehicle:

- Is equipped with a secure lockbox or locking cargo area.
- Will have no markings that would either identify or indicate that the vehicle is being used to transport cannabis.
- Will display current State inspection stickers and maintain a current State vehicle registration.
- Be insured in an amount that is commercially reasonable and appropriate.



WeeDeliver Business Plan



GPS Tracking: WeeDeliver will have real time tracking devices in each vehicle. The SpyTech Brand STI GL300 Real-time GPS Tracking Device will allow WeeDeliver to track the vans, drivers and valuable assets in real time, providing location updates as often as every 5 seconds. The WeeDeliver on site coordinator will be responsible for tracking and logging delivery vehicle movements through a desktop computer that interfaces with the mobile tracking device via the Internet. The Internet connection for tracking will be redundant (with a primary T1 or partial T1 circuit equivalent to the Internet) to assure reliability and availability of tracking data.

The GPS tracking allows WeeDeliver to set geographic boundaries around locations (geofencing) and be notified when the tracked vehicle moves outside these areas, which will provide immediate alerts on errant vehicles. In addition, the STI GL300 features a built-in accelerometer that detects motion and powers the device on if the tracker is moving, providing immediate detection and alert of unauthorized vehicle movement.

Drivers: All Drivers will be licensed Massachusetts security guards. In addition to the defensive driving training described below, WeeDeliver will provide an accredited online and in class training program for drivers through Security Guard Training Central, which will include basic security techniques, investigations, report writing, patrolling tactics, and emergency procedures. All applicants must meet the following requirements:

- Letters from character witnesses attesting to good moral character
- Certified proof of criminal background check
- Fingerprint card
- Mentally competent
- No drug or alcohol use or dependence
- No disabilities that would prevent performance of duty
- Able to read, write and communicate in English, as it relates to safety regulations
- Work well under pressure, complete a multitude of tasks in an organized and timely fashion
- Possess a Massachusetts Driver's License and a clean driving record
- Provide valid proof automobile insurance and employment history 21 years of age or older

WeeDeliver Business Plan

- US citizen
- Have a reliable source of transportation
- Be available to work all shifts
- Have the physical capacity to carry heavy bags and boxes
- Understand of cannabis and cannabis products
- Have a working Android or iPhone with Google maps installed for navigation and tracking

Expected Responsibilities Include:

- Creating logical routes that match required delivery time frames
- Organizing deliveries so they are made efficiently and on time
- Following all safety rules and actively preventing accidents
- Committing to the service values and ethics of the company
- Following all Company rules and state regulations including receiving required documentation from dispensary partners, and following all special delivery instructions without fail
- Loading and unloading assets from dispensary partners to vehicles to consumers receiving deliveries
- Using technology (i.e. smart phones, computers, etc.) to perform job functions
- Being attentive to detail.

Driver Procedure: Drivers will receive the transport manifest and will confirm that the manifest is properly completed. Drivers will manually and digitally record time of departure and the route for that delivery. Drivers will ensure that the GPS and vehicle are fully functional using an inspection checklist. Upon arrival at each destination, drivers will provide the transportation manifest to the receiving party and require him or her to perform a thorough inventory confirmation and provide a signature confirming the products being delivered before departing. Drivers will then communicate and record successful exchange of custody manually/digitally.

WeeDeliver Transport Inspection Requirements: Each transport vehicle will be staffed with a delivery team consisting of at least two individuals and comply with the following:

- (1) At least one delivery team member shall remain with the vehicle at all times that the vehicle contains cannabis.
- (2) Each delivery team member shall have access to a secure form of communication with WeeDeliver, such as a cellular telephone, at all times that the vehicle contains cannabis.
- (3) Each delivery team member shall carry an identification badge or card at all times and shall, upon demand, produce it to the Commission or its authorized agents, law enforcement, or other Federal, State or local government officials if necessary to perform the government officials' functions and duties.
- (4) Each delivery team member shall have a valid driver's license.
- (5) While on duty, a delivery team member may not wear any clothing or symbols that may indicate ownership or possession of cannabis other than a discrete company logo for delivery customers to feel secure when opening the doors to their homes. The delivery team members will have their CCC agent registration cards visible at all times while in possession of cannabis

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products.

Training: WeeDeliver will conduct a 5-day training program for drivers. This orientation style 5-day training course will cover standard operating procedures as they relate to the subjects outlined below. The training program will include industry specific and driver delivery training, as well as best practices.

Day 1 - Cannabis Transport and Handling

Day 2 - Vehicle Maintenance

Day 3 - Dispatch Procedures

Day 4 - Driver Safety

Day 5 - Roadside Emergency Planning

Once the first iteration of drivers is trained according to SOPs, subsequent drivers will be accompanied by a senior driver. The senior drivers will act as a mentor and will ride along with the new driver to ensure that he/she is able to operate the cargo-van safely. New drivers will be provided training on Company policies about chain-of-custody procedures to include documentation and tracking of product pick-up, drop-offs, as well as how to handle returns. WeeDeliver will focus on driving skills to include required defensive driving classes (paid for by WeeDeliver) that embody the United Parcel Services' open best-practices entitled: "Space and Visibility."

Defensive Driving: WeeDeliver will focus on driving skills by requiring employees to undergo a defensive driving class called "Space and Visibility." This online training course about driver safety will cover basic defensive driving techniques. Drivers will learn accident causing factors and safe driving behaviors to prevent crashes. This course will teach defensive driving techniques such as safe driving distances, proper response to tailgaters and how to safely approach intersections. The defensive driving techniques from this course will aid the drivers to become safer drivers. Each driver will take this course every two years.

Time of Delivery: WeeDeliver may deliver cannabis to delivery customers only between 8 am and 9 pm.

Destinations: WeeDeliver will only transport and deliver cannabis from a dispensary partner to delivery customers in the Commonwealth of Massachusetts in accordance with the regulations. WeeDeliver will not transport cannabis to any location outside of the Commonwealth and the GPS geofence will alert dispatch if the Massachusetts border is crossed.

No Indication of Contents: Cannabis stored inside the transport vehicle may not be visible from the outside of the transport vehicle. All cannabis being transported shall be packaged in shipping containers and labeled in accordance with the regulations.

Routes: The delivery team shall proceed in a transport vehicle to the dispensary partner, where the cannabis is loaded and then transported directly to consumers without unnecessary delays. WeeDeliver shall notify the Commission daily of its delivery schedule, including routes and delivery times, in a manner prescribed by the Commission.

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Reportable Events: WeeDeliver will immediately report to the Commission, in a manner prescribed by the Commission, vehicle accidents, diversions, losses or other reportable events that occur during transport of cannabis.

Inspection: A transport vehicle is subject to inspection by the Commission or its authorized agents, law enforcement, or other Federal, State or local government officials, if necessary, to perform the government officials' functions and duties. A transport vehicle may be stopped and inspected along its delivery route or at Marijuana Establishments.

Transport Manifest. WeeDeliver shall generate a printed or electronic transport manifest that accompanies every transport vehicle and contains the following information:

- (1) The name, address and license number of WeeDeliver and the name of and contact information for a representative of WeeDeliver who has direct knowledge of the transport
- (2) The name, address and license number of the dispensary partner and the name of and contact information for a representative of the dispensary partner
- (3) The quantity, by weight or unit, of product to be transported
- (4) The date and approximate time of departure
- (5) The date and approximate time of arrival
- (6) The transport vehicle's make and model and license plate number
- (7) The identification number of each member of the delivery team accompanying the transport

When a delivery team delivers cannabis, the transport manifest will correctly reflect the specific marijuana in transit. WeeDeliver shall provide a copy of the transport manifest to the delivery partner and will have the consumer sign the manifest upon receipt of delivered product.

WeeDeliver shall, if requested, provide a copy of the printed transport manifest, and any printed receipts for cannabis being transported, to the Commission or its authorized agents, law enforcement, or other Federal, State or local government officials, if necessary, to perform the government officials' functions and duties.

Software: WeeDeliver utilize specialized software to track all delivery actions. Integrated transport manifest features will include detailed information including destination address, route traveled, vehicle used for the transport, delivery customer information, shipment date, custody of the shipment, customizable notes about the shipment, and details about each package included in the transfer. The package details will include gross and net weight, strain, product, and package specifics, and more. The document management system will allow the user to attach any relevant information to the manifest in the following formats: gif, jpg, jpeg, bmp, png, and rtf. The HIPAA-compliant secure servers retain all information for recall on-demand, ready for inspection by authorities.

Evidence of adverse loss during transport. If WeeDeliver discovers a discrepancy in the transport manifest, WeeDeliver shall refuse acceptance of the product to be delivered and immediately report the discrepancy to the Commission in a manner prescribed by the

WeeDeliver Business Plan

Commission, and to the appropriate law enforcement authorities. If WeeDeliver discovers evidence of, or reasonably suspects, a theft or diversion of cannabis or cannabis products during transport, WeeDeliver shall immediately report its findings or suspicions to the Commission.

If WeeDeliver discovers a discrepancy in the transport manifest, WeeDeliver shall:

- (1) Investigate
- (2) Amend WeeDeliver's standard plan of operation, if necessary, to prevent future discrepancies between the quantity or description of product listed in the transport manifest and the quantity or description of product delivered
- (3) Submit a report of the investigation to the Commission
 - A written preliminary report of the investigation shall be submitted to the Commission within 7 days of discovering the discrepancy.
 - A final written report of the investigation shall be submitted to the Commission within 30 days of discovering the discrepancy.

Electronic tracking system: In compliance with the regulations, WeeDeliver shall use the electronic tracking system prescribed by the Commission.

4. Marketing Plan

The WeeDeliver strategic marketing plan is focused on educating dispensaries as well as patients and consumers on the benefits of WeeDeliver's delivery program. Marketing is a critical success factor for delivery licensees because of the finite number of dispensaries, each of which will execute Dispensary Agreements with delivery licensees. Therefore, it is essential that WeeDeliver effectively communicate our message to dispensaries, qualified patients and consumers for them to make informed choices.

Marketing Message

The knowledgeable and experienced WeeDeliver team enables medical and recreational dispensaries to professionally and efficiently deliver products to their customers. The team's experience with marketing as well as logistics, security and transporting marijuana in the highly regulated State of Connecticut will provide WeeDeliver with an advantage over other delivery licensees. In addition, WeeDeliver will implement a delivery software with priority given to software currently being used to successfully deliver cannabis to customers throughout the Commonwealth.

Marketing Message Desired Outcome

1. Build awareness and communicate delivery as a value-added option for dispensaries seeking to serve their current customer base as well as expand their base. WeeDeliver will use all viable media to promote its service offering. In addition to promoting the WeeDeliver delivery service to dispensaries, WeeDeliver will seek to provide potential medical patients and marijuana consumers with information about the local dispensaries, WeeDeliver services, and how to have product delivered. WeeDeliver's marketing to patients and consumers will be an extension of the marketing efforts of our

WeeDeliver Business Plan

dispensary clients.

2. Communicate the value proposition of WeeDeliver to meet the delivery needs of recreational and medical dispensaries.

Value proposition:

Our team of experts works together to ensure that our dispensary partners receive the best service and that their customers have the best possible experience with their at home marijuana product delivery resulting in high customer satisfaction. We are focused on providing on-time deliveries executed by courteous drivers who prioritize safety and privacy.

Key Constituents/Segments

WeeDeliver's marketing message will be targeted to each of the segments below, with the emphasis on the Company's area of expertise in the area of logistics, security, and transportation:

1. Dispensaries
How to deliver marijuana and marijuana products to patients and consumers efficiently and safely. Why WeeDeliver should be entrusted to interface with the dispensary's customers. WeeDeliver's expertise in logistics, transportation, and security. How WeeDeliver can influence potential medical and recreational clients to become a customer of the dispensary.
2. Medical Patients and Marijuana Consumers
WeeDeliver will provide information to medical patients and marijuana consumers about the benefits, risks, and best practices related to marijuana, and about the marijuana industry in general. In addition, WeeDeliver will reinforce our ability to deliver on-time in a safe and secure manner.

Multi-Channel Approach

WeeDeliver will incorporate a multi-channel approach to achieve its marketing plan as described below:

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Web/SEO

- Weedmaps and Leafly are cannabis-specific search engines, driven by reviews. Leafly is one of the most thorough resources for cannabis users, including an informative, user-friendly database of strains with grow information, flavor profiles, cannabinoid content, medicinal properties, side effects and user reviews.
- WeeDeliver will establish an online presence through industry-specific localized Search Engine Optimization (SEO) keywords.

Social Media

- WeeDeliver will use social media as a high touch engagement to: i) promote our delivery offering to dispensaries; ii) engage with medical patients and recreational consumers about WeeDeliver's delivery program; and iii) communicate with potential patients and consumers about the marijuana industry.

Internet

WeeDeliver website:

- Enables customers to place orders for products from their favorite dispensaries through WeeDeliver's online platform
- Describes the WeeDeliver delivery service program (hours of operation, delivery process, etc.)
- Highlights the Company's differentiators
- Promotes the WeeDeliver brand as trusted, professional, and focused on security
- Profiles WeeDeliver's dispensary partners
- Provides information on the Massachusetts marijuana program
- Includes information on marijuana products

The website will also extend to mobile applications to reach stakeholders through their

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smartphones.

Call Center

WeeDeliver is dedicated to serving our dispensary partners and delivery recipients. Service excellence and positive customer experience is essential. The Company will measure and improve its customer satisfaction for both our dispensary partners and delivery customers through data obtained via feedback surveys conducted on the phone and online.

Email/Texting

WeeDeliver will communicate with delivery customers to follow up on their delivery experience, send delivery appointment reminders, and provide other customized information.

Market Differentiation

Through our strategic marketing plan, WeeDeliver will differentiate itself from other Massachusetts delivery licensees by:

Marketing

WeeDeliver's goal is to market: i) our delivery program; and ii) our dispensary partners to current and potential medical patients and recreational consumers. In the process, WeeDeliver will also provide educational information on the Massachusetts marijuana program. By developing a strong business relationship with our dispensary partners, WeeDeliver will provide medical patients and recreational consumers with delivery access to unique and varied products.

Technology

The WeeDeliver software platform will enable the company to provide streamlined delivery services, efficient communications with dispensary partners and an enhanced customer experience.

Security

WeeDeliver will leverage the past experience of the Core team in marijuana transportation, security and logistics to create standard operating procedures related to diversion, security and safety. Our delivery agents will be required to participate in robust in-person, online and video training as a part of the Company's commitment to ensure our customers and staff remain safe during the delivery process.

Price

WeeDeliver will provide a competitively priced, value-added delivery service to its dispensary partners.

Customer Touch Point

WeeDeliver's highly experienced customer service personnel will enable high touch, professional engagement with both dispensary partners and delivery customers.

WeeDeliver Business Plan

5. Financial Capacity & Business Structure

WeeDeliver is a minority owned and women owned, limited liability company which is 50.1% owned by Ms. Martinez and 49.9% owned by Core. WeeDeliver, with the support of Core, has access to the financial resources necessary to build, launch and cover operating shortfalls until its delivery operations become cash flow positive.

The Core team has had a record of success in raising capital to fund projects within and outside of the cannabis industry. Examples of these capital raising efforts include:

- \$7 million to fund the launch of a marijuana cultivation and processing facility in Connecticut (April Arrasate).
- \$5.1 million to fund the launch of three marijuana dispensaries in Massachusetts (April Arrasate, Tomas Gonzalez and Peri Higgins).
- \$5.1 million to fund the launch of a manufacturing facility and the proposed delivery operation in Worcester, Massachusetts (April Arrasate, Tomas Gonzalez and Peri Higgins).
- \$5 million for a real estate fund focused on investing in net leased properties in the U.S. (Peri Higgins).
- \$5 million for a real estate fund focused on investing in affordable housing in the U.S. (Peri Higgins).

The WeeDeliver team has completed the fundraising needed to: i) buildout the WeeDeliver facility located at 640 Lincoln Street, Worcester; ii) launch the delivery business; and iii) fund the initial operations. See the Sources and Uses of Funds which follows.

WeeDeliver Business Plan

6. Financial Projections

WeeDeliver's summary projections are provided below.

Income Statement

	2022	2023	2024
Revenue:			
Delivery Agreement Fees	1,500,000	1,875,000	2,343,750
Gross Sales	1,500,000	1,875,000	2,343,750
Cost of Goods:			
Supplies & Materials	1,200	1,500	1,875
Purchases	1,200	1,500	1,875
Variable Labor	6,000	7,500	9,375
Misc.	1,200	1,500	1,875
Cost of Goods Sold	9,600	12,000	15,000
Gross Profit (Loss)	1,490,400	1,863,000	2,328,750
Variable Expenses			
Payroll	336,000	346,080	356,462
Payroll Taxes and Benefits	100,800	103,824	106,939
Professional Services	12,000	12,360	12,731
Vehicle Fuel	60,000	75,000	93,750
Trade Shows	6,000	6,180	6,365
Meals & Entertainment	2,400	2,472	2,546
Technology	6,000	6,180	6,365
Office Equipment & Supplies	6,000	6,180	6,365
Miscellaneous	6,000	6,180	6,365
Fixed Expenses:			
Rent	60,000	61,800	63,654
Insurance	40,000	40,000	40,000
Utilities	6,000	6,180	6,365
Maintenance	2,400	2,472	2,546
Accounting	6,000	6,180	6,365
Telecommunications	6,000	6,180	6,365
Dues & Subscriptions	1,200	1,236	1,273
Total Expenses	656,800	688,504	724,459
EBITDA	833,600	1,174,496	1,604,291

WeeDeliver Business Plan

7. Sources and Uses of Funds

WeeDeliver anticipates raising \$500,000 to be utilized for the following:

Sources

Investment	\$ 500,000
Total	\$ 500,000

Uses

Buildout	\$ 100,000
Security Deposit	50,000
Security Plan	20,000
Engineering & Architect	30,000
Siting/Zoning/Legal	30,000
Equipment/Vehicles	180,000
Operational Shortfalls	<u>90,000</u>
	\$ 500,000

WeeDeliver Business Plan

8. Site

WeeDeliver has selected 640 Lincoln Street, Worcester as the site for its direct to consumer delivery facility. Worcester, the second largest city in New England, is an attractive location for the following reasons: i) the City of Worcester administration runs an efficient and transparent cannabis program, special permitting and zoning process; and ii) the property is strategically located near I-190, I-290 and Rte 90.

- Core has entered a letter of intent to secure the site.
- The City of Worcester is supportive of cannabis companies occupying the building as it currently houses a cultivation site and a retail front of an unaffiliated license, and will bring tax revenue to the City of Worcester.
- Core has briefed and been encouraged by the following government officials and local organizations to move forward with proposing the site, which would house multiple licenses.

City's Marijuana Point Person Jake Sanders

Mayor Joe Petty

District Councilor Sarai Rivera

Former Mayor Joe O'Brien

State Senator Harriett Chandler

City Manager Ed Augustus

State Representative Mary Keefe

Worcester Chamber of Commerce

- In February 2020, Core submitted a Request for Information to the City of Worcester for its Core Cannabis Campus project. The goal of the project is to make the Core Cannabis Campus a national model for training, educating, environmental sustainability and empowering local residents and entrepreneurs with a focus on women and diverse populations.
- The Campus will include:
 - License 1 - WeeDeliver – 5,000 square feet of the 19,000 square foot building
 - WeeDeliver delivery-only license
 - In the future, WeeDeliver intends to leverage the cultivation and processing experience of the Core team and apply for a Micro Business license with a delivery endorsement.
 - License 2 - Core – 5,000 square feet of the 19,000 square foot building
 - Product Manufacturing
 - Independent Testing Laboratory
 - Licensed ISO certified Cannabis Independent Testing Lab
 - Vocational School
 - First state vocational school to provide students with practical, hands-on training in the cannabis industry. The testing lab, as well as the microbusiness and Product Manufacturing licenses will have a teaching arrangement with the school.

WeeDeliver Business Plan

9. Corporate Responsibility & Sustainable Practices

WeeDeliver VALUES

Corporate Culture

WeeDeliver will create a corporate culture that fosters a safe, healthy and economically beneficial working environment for employees. Employees will be registered with the Commission after a comprehensive background check and drug screening.

Ethics and Conduct

WeeDeliver's policies require employees to act in an ethical and professional manner such that all employees are comfortable and secure in their workplace. These policies will be set out in the Employee Handbook, including:

- WeeDeliver Values
- Requirement that Agents must be 21 or older
- Equal Employment Opportunity
- Declared adherence to alcohol and drug free workplace policy
- Other work-related topics

Employee Compensation

Employee compensation packages will be designed to attract talented employees who are looking to grow professionally. Discretionary bonuses, cost of living increases, and solid base pay will all contribute to the overall compensation structure. Because WeeDeliver values transparency and healthy conversations surrounding pay. The following will guide our pay structure:

- Minimum hourly rate of \$16 per hour.
- Annual raises will be offered based on performance.

Safety

WeeDeliver will ensure that all employees receive required training, annually and as needed. We will empower all employees to stop work if they feel unsafe, and we will require all employees to report any unsafe conditions immediately.

Training

All agents will be trained on cannabis laws and regulations and other laws and regulations pertinent to the delivery agent's responsibilities. Agents will understand their rights and risks as employees in this organization and will also receive ongoing training in all aspects and updates of the marijuana program.

Employee training will include subject material catered to the roles and responsibilities of the job function(s) of each agent. All employees will initially receive approximately 40 hours of orientation training and will receive a minimum of eight hours of ongoing training per year.

Employees must pass a certification exam at the end of their training period. WeeDeliver will

WeeDeliver Business Plan

retain training materials and attendance records in employee personnel files and make all training materials available for inspection by the Commission.

WeeDeliver will develop and implement additional appropriate and/or necessary training topics as part of the training plan as required by the Commission. Input from managers on their additional and/or specific training needs shall be considered when modifying training topics or schedules on at least an annual basis; however, training topics shall be updated as frequently as needed and as required by any law or rule changes. The following is a list of each topic covered in WeeDeliver's proposed Employee Education Training Manual.

Company Culture

- Company background
- Mission, vision, values
- Job description, roles, and responsibilities

Cannabis 101

- Cannabis plant anatomy
- Visual components of the cannabis plant (i.e. roots, stem, fan leaves, calyx)
- What is cannabis?
- How cannabis is used?
- The endocannabinoid system
- Major endocannabinoids
- How cannabis interacts with the human body
- Phytocannabinoids
- Terpenes
- Other conditions cannabis may improve
- Indica vs. Sativa vs. Hybrid
- Products offered by WeeDeliver
- Methods of administration
- Cannabis extraction methods
- Cannabis concentrates

Compliance

- HR policies and employee handbook
- Security
- Preventing diversion
- Safety
- Incident reporting
- Seed-to-sale tracking
- Undeliverable / refused product protocol
- Emergency response procedures
- Record-keeping
- Packaging
- Delivery protocols

WeeDeliver Business Plan

Training materials include written presentation and learning materials, PowerPoint slides, handouts and supplementary content. Staff members will be asked to complete “Test Your Knowledge” quizzes at the end of each section to ensure a thorough understanding of the content.

WeeDeliver will invite the local police department to attend and contribute to our security-related training.

Continuing Education: Once per quarter all staff will be required to attend a mandatory meeting at which management personnel will be present to discuss updates and any changes in regulations, compliance, or cannabis related information.

Employee Review: Employee reviews will be held 30, 60 and 90 days following initial hire to ascertain whether the new employee has acquired the knowledge required to successfully work with WeeDeliver. Any gaps identified will be amended through retraining, however, if an employee is unable to meet WeeDeliver’s standard, they may be terminated.

Annual Education Event: Eight hours of formal educational training will occur each year for all staff.. The compliance team will give an update on regulations. Local security officials will be invited to speak and participate in this training.

ECONOMIC / SOCIAL / COMMUNITY IMPACT

WeeDeliver is confident its business will have a positive economic impact on the community in which it proposes operation. Upon licensure, WeeDeliver will implement several initiatives through a Plan for Positive Impact Plan (“Plan”) to invest in the community.

Overview

WeeDeliver’s Plan will build and foster a community that upholds principles of openness, inclusive stakeholder engagement, and social responsibility. The Company is committed to implementing a good neighbor policy and to making positive contributions to the community in which it operates. At the outset of WeeDeliver’s relationship with the community, an important objective will be to introduce the organization, leadership team, operating plans, and company principles. WeeDeliver’s commitment to community engagement begins at the top, with personal involvement by the Company executives.

Local Hiring and Wages

WeeDeliver will institute hiring practices that prioritize hiring of individuals from the local community. WeeDeliver’s comprehensive approach to employee development will elevate the expertise of the individuals and create a more marketable workforce in the community. Trained employees will have the skills to propel them in the cannabis industry and other industries.

Local hiring will be critical to benefiting the community and promoting economic growth in the community. Hiring locally will ensure that tax dollars are invested back into the community,

WeeDeliver Business Plan

reduce the environmental impact of commuting, and foster economic development in the community as employees spend earnings at local businesses.

WeeDeliver recognizes its future employees will be the backbone of the company's success and will be compensated in a manner that allows them to live successfully in their local community. WeeDeliver will provide employees with an hourly rate of not less than \$16 per hour.

WeeDeliver will prioritize sourcing of services/products from local and diverse businesses, suppliers, contractors, builders, and vendors for services provided to WeeDeliver.

Community Outreach and Education

On a regular basis, WeeDeliver will host outreach meetings in the local community. Topics of discussion will be based on consumer and community suggestions and feedback. This type of outreach is paramount to our mission to ensure education and awareness in the community about marijuana. Additionally, this is a great way for consumers to develop a trusting relationship with WeeDeliver's staff.

Monetary and Resource Contributions

WeeDeliver will provide continuing service and reinvestment into disadvantaged areas in the community through donations to local charities, participation in community service days, charity events, and charitable donations in the community. On a regular basis, WeeDeliver staff and upper management will volunteer in the community.

WeeDeliver will make annual grants of up to \$50,000. These grants will be awarded to programs that benefit the local community with input from community stakeholders including elected and appointed officials, religious leaders, health care providers, and education providers. With input from stakeholders, WeeDeliver will seek to make annual grants to local organizations that will make the most effective use of the grant to benefit an underserved population or the community as a whole.

Encouraging Diversity

WeeDeliver is committed to a diverse culture throughout the organization. WeeDeliver will hire and retain a talented staff of employees that represents the diversity of the community. WeeDeliver will hire and retain various contractors, subcontractors, vendors, and suppliers to ensure a balanced representation of minority and women-owned businesses.

WeeDeliver will support its diversity goals in ownership, management, and employment by targeting diverse applicants in the local community. WeeDeliver will accomplish this by:

- Identifying and partnering with local organizations that train and help secure employment for persons with disabilities;
- Carefully writing job descriptions to not include restrictive and unnecessary minimum requirements that might restrict the ability to employ diverse individuals and/or those with disabilities;
- Employing recruiting tools to help ensure a diverse workforce to include classified advertising in targeted newspapers, job fairs, posting job listings on the internet;

WeeDeliver Business Plan

- Working with local special interest organizations and chambers of commerce, and listing job openings with local and state agencies;
- Using niche publications that reach out to a broad spectrum of cultures to advertise job opportunities;
- Identifying civic groups and community organizations that represent diverse constituencies to help promote our employment opportunities; and
- Recruiting in different languages to promote employment opportunities to those persons who speak English as a second language.

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	9-12-21	DO:007 Background Check and Personnel Policies		
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WeeDeliver, LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) 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;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any),

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available upon request by any individual. The Company may make this list available on its website.

- (8) 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), as set forth in its *Security Policy*.
- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
 - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) 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;

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f. background information, including, as applicable:

1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), 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, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) 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 Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;

(b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

(c) any other information required by the Commission.

(11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) 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 Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.

- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

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- b. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) 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.
- (13) 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.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify 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 Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- (15) 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.
- (16) 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.
- (17) 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. Each Employee shall be required to review the handbook and attest to their understanding and

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receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

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 working conditions (as applicable);
4. Personnel policies and procedures; and

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5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on 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 (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO
- CFO
- COO

Management Level:

- Delivery Manager
- Security Manager

Staff Level

- Up to fifteen (15) Staff Level Delivery Personnel

Consultant Level

- Attorney / Compliance Officer
- Human Resources Provider

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

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WeeDeliver, 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: *Adult Use of Marijuana*, in addition to the following (as applicable):

- (a) The Company shall maintain video from body cameras confidentially and protected from disclosure to the full extent allowed by law. The Company shall implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth, and the Fair Information Practices Act, M.G.L. c. 66A.
- (b) Video of deliveries shall be retained for a minimum of 30 days, or, pursuant to written notice by the Commission or by law enforcement, for the duration of an investigation by the Commission or by law enforcement, whichever is longer.
- (c) The Company shall permit, as part of an investigation, Commission staff to view the video at the place of storage.
- (d) The Company shall not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.
- (e) Unless retained for investigative purposes, the Company shall erase or otherwise destroy videos after the 30-day retention period.
- (f) Written operating procedures as required by 935 CMR 500.105(1);
- (g) Inventory records as required by 935 CMR 500.105(8);
- (h) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (i) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:

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- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b. 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:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - iv. 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;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight (8) hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe working conditions (as applicable);
- d. Personnel policies and procedures; and
- e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;

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- (j) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (k) 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.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

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**".

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WeeDeliver, 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: *Adult Use of Marijuana*, 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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, 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:

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- 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: *Adult Use of Marijuana*;

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**”.

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Diversity Plan

WeeDeliver LLC (the “Company”) is women-owned and operated by a diverse and experienced team of women and minorities in the cannabis industry. As such, the Company understands and appreciates the importance of diversity and is committed to proactively working to ensure a diverse workplace is created. The WeeDeliver team has a demonstrated track record of promoting diversity in the workplace and has also engaged with local minority and women-owned service providers while seeking its local permits and state licenses.

It is a policy of the Company to promote equity for minorities, women, veterans, people with disabilities, and LGBTQ+ individuals in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and LGBTQ+ individuals, but this will not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

In addition to direct hiring, the Company will work in a good faith legal and non-discriminatory manner to similarly consider vendors, suppliers, contractors and builders from the local community and nearby areas of disproportionate impact to be a positive factor in hiring and retaining such vendors. The Company will endeavor to engage with qualified vendors as follows:

- 50% minority
- 25% women
- 10% veterans
- 10% people with disabilities
- and 30% LGBTQ+.

Specifically, as it relates to its own internal practices, the Company will implement the following goals, programs, and measurement metrics in connection with its diversity plan.

Goals:

- The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and LGBTQ+ individuals. As its employee base grows, it shall be a goal of the Company to have 20% of its workforce fall within the target demographic (or a minimum of 1 job, whichever is greater). As an example, if the Company adds 2 jobs each year, it will strive to ensure that 1 of those positions are filled by an individual from the target demographic.
- It shall be a goal of the Company to offer 100% of the Company’s opportunities for advancement to management and executive positions internally. This goal seeks to provide opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

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- The Company shall endeavor to engage and work collaboratively with other businesses locally and regionally that are owned and/or operated by minorities, women, veterans, people with disabilities and LGBTQ+ individuals.
 - Currently the Company has engaged with three (3) local businesses: The Regional Food Council, 508 Forever Young, and Dismas House. They have all provided letters of support for the Company while acknowledging their understanding of the Company's operations as a marijuana establishment.
- The Company already exceeds the parity standards set forth by the American Community Survey (ACS) 2010 U.S. Census and shall strive to maintain that standard. Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%.
 - The Company team consists of 75% women and 75% minorities. The Company will prioritize hiring as follows:
 - 50% minorities
 - 50 % women
 - 10% veterans
 - 10% people with disabilities
 - 30% LGBTQ+ individuals.

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

- Advertise in diverse areas, through diverse publications and with career centers to ensure there is broad awareness of employment opportunities at its facilities. Specifically, the Company intends to advertise as follows: (a) Worcester Telegram & Gazette, (b) job fairs conducted by local non-profits serving Worcester's ADI, as well as, especially serving underserved and underrepresented communities, and (c) through social media platforms like LinkedIn and ZipRecruiter.
- Implement a non-discriminatory merit-based performance appraisal system using a Behaviorally Anchored Rating Scale, where employees are assessed within a defined set of performance parameters that are attached to the knowledge skills and attributes required to succeed in each position. A careful record of performance will be kept and utilized during appraisals to ensure objectivity is maintained over bias.
- Conduct targeted outreach efforts working collaboratively with local and regional non-profits to seek eligible and qualified employees. Outreach efforts include hosting quarterly resume and career building workshops aimed at helping qualified participants – minorities, women, people with disabilities, veterans and LGBTQ+ individuals, as well as those re-entering the community after incarceration for non-indefinitely disqualifying crimes.
- Form a diversity and equity committee to accomplish the goal of being diverse and to promote equitable hiring practices.
- Establish an executive mentoring program as a tool to ensure the success of its workforce.

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- Provide incentives for all employees, management, and ownership to exceed and participate in the Company's goals and objectives.
 - Employees who are participating and exceeding in the company's goals will be eligible for annual monetary bonus incentives. The amount will be determined by the overall performance of the Company.
- Provide monetary incentives for current employees to refer and recruit peers and individuals from diverse backgrounds.
 - \$500 to the referring employee after the referral has completed three (3) successful months of full time or five (5) months of part-time employment.
- Require employee education on diversity and implicit biases.

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 equity committee upon license renewal and annually thereafter shall prepare an annual report on the progress and success of the plan identifying the Company's efforts to encourage diversity in the workplace, in compliance with 935 CMR 500.101(c)(7)(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 and type of information sessions held or participated in with supporting documentation;
 - v. Number of postings in diverse publications or general publications with supporting documentation; and
 - vi. Number and subject matter of internal trainings held on diversity and equity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to the Worcester Telegram & Gazette to confirm that it can post employment opportunities through that organization; (2) the Company 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; and (3) any actions taken, or programs

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

This policy may also be referred to by the Company as the “**Diversity Plan**”.