



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281363  
Original Issued Date: 06/10/2021  
Issued Date: 06/10/2021  
Expiration Date: 06/10/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Wing Well LLC

Phone Number: 413-734-2149 Email Address: Eric@wingwellgroup.com

Business Address 1: 1111 Elm St. Business Address 2: STE 27

Business City: West Springfield Business State: MA Business Zip Code: 01089

Mailing Address 1: 1111 Elm St. Mailing Address 2: STE 27

Mailing City: West Springfield Mailing State: MA Mailing Zip Code: 01089

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control:

51

Role: Executive / Officer

Other Role:

First Name: Eric

Last Name: Cromwell

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Cape Verdean

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 49

Role: Executive / Officer

Other Role:

First Name: Alexander

Last Name: Wing

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Vanessa

Last Name: LaCroix

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Vanessa will be Director of Manufacturing

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 4145 Church St.

Establishment Address 2: Bldg 10

Establishment City: Palmer

Establishment Zip Code: 01079

Approximate square footage of the Establishment: 32000

How many abutters does this property have?: 54

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	WingWell HCA Certification.pdf	pdf	5e55641cfe55e40432f72dda	02/25/2020
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	6058d4bfd13a03079c5f7474	03/22/2021

Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6058d4c81c41b407a767366c	03/22/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6058d4d015bf0e07a4ba6219	03/22/2021
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	6058d4d8a9f50407ba30c397	03/22/2021
Plan to Remain Compliant with Local Zoning	Plan to Ensure Compliance with Local Zoning.pdf	pdf	6058d4e53e0ae507c9310b81	03/22/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	6058d2d259735d07bd822458	03/22/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Executive / Officer Other Role:  
 First Name: Eric Last Name: Cromwell Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 2

Role: Executive / Officer Other Role:  
 First Name: Alexander Last Name: Wing Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 3

Role: Director Other Role:  
 First Name: Vanessa Last Name: LaCroix Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	WingWell DoR Cert.pdf	pdf	6058d38989d65207913aa02a	03/22/2021

Secretary of Commonwealth - Certificate of Good Standing	WingWell SoS Cert.pdf	pdf	6058d397e5be0207aec72c8e	03/22/2021
Articles of Organization	WW LLC Registration.pdf	pdf	6058d3a7d13a03079c5f746a	03/22/2021
Bylaws	WingWell LLC Bylaws.pdf	pdf	6058d45ca9f50407ba30c391	03/22/2021
Secretary of Commonwealth - Certificate of Good Standing	WingWell DUA Cert.pdf	pdf	6065dd893e0ae507c9312f8e	04/01/2021

No documents uploaded

**Massachusetts Business Identification Number:** 001331509

**Doing-Business-As Name:** Wing Well Manufacturing LLC

**DBA Registration City:** Palmer

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Summary.pdf	pdf	5efa3b9e5a7aee7aa4898ce5	06/29/2020
Proposed Timeline	Time Line.pdf	pdf	5fa6cb02dfcf9f07cd9448f4	11/07/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	6058d482021c1507b39819db	03/22/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5e6e41f9d29ad93571592b11	03/15/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e6e4636d29ad93571592b1a	03/15/2020
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	5efa3c30a075ed6c1b90acb9	06/29/2020
Sample of unique identifying marks used for branding	Branding Samples.pdf	pdf	5efb6165a075ed6c1b90afa2	06/30/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5faee20bbd0d8e081433dcf4	11/13/2020
Plan to Obtain Marijuana	Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5faee475708362084028720e	11/13/2020
Method used to produce products	Methods Used to Produce Products.pdf	pdf	5faee71e08242707d4a78bfc	11/13/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5faffa94a75869080486d0bb	11/14/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5faffdf94a2789086108e45c	11/14/2020
Safety Plan for Manufacturing	Safety Plan.pdf	pdf	5fbd2df5925f52079a1f0c08	11/24/2020
Personnel policies including background checks	Personnel Policy.pdf	pdf	5fbd3cb8301ec4074f75342e	11/24/2020
Security plan	Security Plan.pdf	pdf	6058d58d5100e00770daf38e	03/22/2021
Inventory procedures	Inventory Procedures.pdf	pdf	6058d5ace5be0207aec72c9a	03/22/2021
Transportation of marijuana	Transpoprtation Policy.pdf	pdf	6058d5c389d65207913aa03a	03/22/2021

Energy Compliance Plan	Energy Efficiency.pdf	pdf	6058d5d84c3a6c079db3dca1	03/22/2021
Restricting Access to age 21 and older	Age Restriction.pdf	pdf	6058d5eb4967a0078ae96b8c	03/22/2021
Diversity plan	Diversity Plan.pdf	pdf	6058d611e5be0207aec72c9e	03/22/2021
Types of products Manufactured.	Type of Products.pdf	pdf	6058d6c4d13a03079c5f7482	03/22/2021

### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

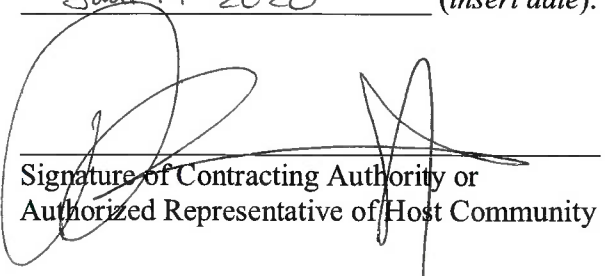
### Applicant

I, Eric Cromwell, (*insert name*) certify as an authorized representative of Wingwell LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Palmer (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 1/14/2020 (*insert date*).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Ryan McNott, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Palmer (*insert name of host community*) to certify that the applicant and Wingwell, LLC (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Jan 14 2020 (*insert date*).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

# 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): 2/17/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 1/28/2021
- b. Name of publication: The Journal Register

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: 2/9/2021

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

- a. Date notice(s) mailed: 2/9/2021

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





Name of applicant:

Wing Well LLC

Name of applicant's authorized representative:

Eric Cronwell

Signature of applicant's authorized representative:



## ATTACHMENT A





air passed away 4, 2020.

ceeding. To do your attorney written appearance at this 10:00 a.m. on

NOT a hear of a deadline by must file a writ- and objec- subject to this "you fail to file n appearance followed by it of Objections y (30) days of the (action) may be not further notice

ESS, Hon. A Hyland, First us Court, ry 14, 2021 try A Sacomani register of Probate

NICE OF AGE'S SALE AL ESTATE ses. 183 ad, Monson, ts

ue and in exe- the Power of ized in a certain given by Evelyn and Wayne M. ella Fargo Bank, now held by Mortgage LLC npon Mortgage said mort- 1 December 21, recorded in the County Registry in Book 17090, s affected by an at of Mortgage er 18, 2017, and th said Deeds in 7 at Page 231, of tgage the under- s present holder, of the condition- tgage and for the foreclosing the re sold at Public n February 4, 1:00 PM Local the premises, all as the premises: a said mortgage,

real estate situ- Hampden assachusetts, on de of the State nding to Palmer, nd described as

ing at a bound rly side of said nd at the south- er of land now ly of Catherine ghence Easterly named land, 11000 from pipe in line ow or former- ppleby; thence n line parallel rly line of said ge hundred foot, to an iron pin- ially in a line th the southerly Maloney land, n hundred (1100) easterly side of ay, and thence long the easterly d Highway, one rty (140) feet to beginning

r with the right fourth (1/4) of a the spring sit- fices' land now of one Appleby is the build- conveyed prem- ight to maintain w running from , to said build- e right to enter Appleby land for of relayline and and spring. It is and agreed that repairs should be

conveyed to the mortgagors by deed of Robert N. Powell and Lorraine R. Powell dated December 29, 1961 and recorded with Hampden County Registry of Deeds in Book 2855, Page 205.

The said Wayne M. Beyor and Evelyn P. Beyor hereby release to the mortgagee all rights of Homestead as set forth in instrument recorded in Book 8017, Page 360.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated December 29, 1961, and recorded in Book 2855 at Page 206 with the Hampden County Registry of Deeds.

**TERMS OF SALE:** Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax title, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

**TEN THOUSAND (\$10,000.00)** Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid by a certified check, bank treasurer's or cashier's check within forty five (45) days after the date of sale.

Other terms to be announced at the sale. Marinosci Law Group, P.C., 275 West Natick Road, Suite 500 Warwick, RI 02886 Attorney for Nationsstar Mortgage LLC d/b/a Champion Mortgage Company Present Holder of the Mortgage Telephone: (401) 234-9200 MLG File No.: 20-03427 01/14, 01/21, 01/28/2021

#### COMMUNITY OUTREACH MEETING

Notice is hereby given by WingWell LLC, WingWell Cultivation LLC, and WingWell Manufacturing LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Wednesday, February 17, 2021 at 6 p.m. EST.** This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 93C CMR 500.00 et seq.

The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Thorndike, MA 01979.

This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836> Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting at [community@wingwellgroup.com](mailto:community@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation

join/5241210272 or call +1 (312) 757-3121 to join meeting. (Meeting ID: 524-171-077, Accesscode: 524-171-077)

The town of Holland, serving as the lead community of the regional (Holland, Brimfield, Wales) FY 2019 Community Development Block Grant program will be conducting a performance hearing. The hearing will review the projects funded through the program including a regional housing rehabilitation assistance program, Brimfield Senior Center planning study, and regional food pantry and domestic violence social service programs.

This program is funded through the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG program.

All persons with questions or comments regarding the performance hearing will have an opportunity to submit comments up until and through the public hearing. Please submit comments to John O'Leary at the Pioneer Valley Planning Commission at [john.oleary@pvpv.org](mailto:john.oleary@pvpv.org) or 413-781-6045. 01/28/2021

**COMMONWEALTH OF MASSACHUSETTS County of Hampden The Superior Court**

CA. No. 2079CV00507 RE: Kevin B. Kennedy ORDER OF NOTICE BY PUBLICATION TO: John C. Bunn, Trustee, deceased, formerly of West Hartford, Hartford County, Connecticut or his heirs, devisees or personal representatives of any of them.

WHEREAS a civil action has been begun against you in our Superior Court by Kevin B. Kennedy ("Plaintiff") wherein he is seeking alternative service of process by publication in this declaratory judgment and quiet title action pertaining to the title to the real estate at 90 Maybrook Road, Holland, Hampden County, Massachusetts more particularly described in a deed to Plaintiff dated August 30, 2019, and recorded with the Hampden County Registry of Deeds at Book 22918, Page 293.

We COMMAND YOU if you intend to make any defense, that on February 28, 2021, or within such further time as the law allows you do enter your written pleading to be filed in the office of the Hampden Superior Court, Clerk of Court at 50 State Street, Springfield, MA 01102, with a copy to Thomas J. Flaherty, Esq., Bacon Flaherty, LLC, 15 South Main Street, Randolph, MA 02368 and further that you defend against said suit according to law if you

Dated at Springfield, Massachusetts this 13th day of January, 2021. Michael K. Callan Justice 01/28/2021

**Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampden Division 50 State Street Springfield, MA 01103 (413) 748-8600 Docket No. HD202P100EA Estate of:**

**Richard Omar Laterreux Date of Death:**

**November 17, 2019 INFORMAL PROBATE PUBLICATION NOTICE** To all persons interested in the above captioned estate, by Petition of Petitioner Richard J. Laterreux of Longmeadow, MA a Will has been admitted to informal probate.

Richard J. Laterreux of Longmeadow, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. 01/28/2021

#### LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by David J. Pelletier and Judith L. Pelletier to Option One Mortgage Corporation, dated April 20, 2001 and recorded in Hampden County Registry of Deeds in Book 11598, Page 79 (the "Mortgage") of which mortgage Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-B, Asset Backed Certificates, Series 2001-B is the present holder by Assignment from Option One Mortgage Corporation to Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-B, Asset-Backed Certificates, Series 2001-B dated September 8, 2005 and recorded at said Registry of

DEEDS IN BOOK OF DEEDS 149, Pages 116 and 117, said (or being more particularly bounded and described as follows:

**SOUTHEASTERLY** by the northwesterly side of East Hill Road as shown on said plan, (two hundred (200) feet;

**SOUTHWESTERLY** by the northeasterly side of an unnamed side of an unnamed street, as shown on said plan, three hundred (300) feet;

**NORTHWESTERLY** by the southeasterly side of Lot #13 (thirteen) as shown on said plan, two hundred ten and 21/100 (210.21) feet; and

**NORTHEASTERLY** by the southwesterly side of Lot #1 (one) as shown on said plan, three hundred forty-six and 33/100 (346.33) feet.

Containing 67.316 square

of all encroachments, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

**Terms of the Sale:** Cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the office of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in

**NOTICE OF TRUSTEE'S ACCOUNT** To all persons interested in the estate of **RICHMOND WILSON** of Palmer, Hampden County, MA, a protected person. You are hereby notified pursuant to Mass. R. Civ. P. Rule 72 that the Fifteenth and Final Account(s) inclusive of Bank of America, N.A., Trustee under a written instrument for the benefit of said RICHMOND WILSON have been presented to said Court for allowance. If you desire to preserve your right to file an objection to said account(s), you or your attorney must file a written appearance in said court at Springfield on or before the tenth day of February 2021, the return

**Please consult the accuracy of your legal appearance prior to submission (i.e., time, spelling, etc.) Also, be sure the requested publication coincides with the purpose of your notice, or a law demand. Thank you.**

**WE'RE ALL EARS**

**Questions? Comments? Story Ideas?**

Let us know how we're doing.

Your opinion is something we always want to hear. Call or contact us via email [mharrison@turley.com](mailto:mharrison@turley.com).

**The Journal Register**

[journalregister.turley.com](http://journalregister.turley.com)

**A Turley Publications, Inc. Community Newspaper**

24 Water Street  
Palmer, MA 01069  
413.263.8393  
[www.turley.com](http://www.turley.com)

**WE'VE EXPANDED OUR WEB SITE**

# PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to [notices@turley.com](mailto:notices@turley.com)
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

**visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)**

## ATTACHMENT B

## COMMUNITY OUTREACH MEETING

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Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting to [outreach@wingwellgroup.com](mailto:outreach@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation will be available at least 24 hours prior to the meeting on <https://www.wingwellgroup.org/>.

TOWN OF PALMER  
TOWN MANAGER

FEB 9 2021

RECEIVED

## COMMUNITY OUTREACH MEETING

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21 FEB -9 AM 9:21

TOWN OF THORNDIKE

## COMMUNITY OUTREACH MEETING

Notice is hereby given by WingWell LLC, WingWell Cultivation LLC, and WingWell Manufacturing LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, February 17, 2021 at 6 p.m. EST. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.00 *et seq.*

The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Thorndike, MA 01079. This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836>

Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting to [outreach@wingwellgroup.com](mailto:outreach@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation will be available at least 24 hours prior to the meeting on <https://www.wingwellgroup.org/>.

21 FEB -9 AM 9:21  
TOWN OF THORNDIKE, MA



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## ATTACHMENT C

## **COMMUNITY OUTREACH MEETING**

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The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Palmer, MA 01079. This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836>

Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

There will be an opportunity for the public to ask questions. Please submit all questions in advance to [outreach@wingwellgroup.com](mailto:outreach@wingwellgroup.com). A copy of the meeting information and presentation will be available on <https://www.wingwellgroup.org/>.

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<input type="checkbox"/> Adult Signature Required	\$0.00	
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Postage \$0.55

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

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7019 1120 0001 5938 9190

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Thorndike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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02/08/2021

Sent To [Redacted]

P.O. Box 59  
Thorndike, MA 01079

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Riverton, CT 06065

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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02/08/2021

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Riverton, CT 06065

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Thorndike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here

02/08/2021

Sent To [Redacted]

P.O. Box 146  
Thorndike, MA 01079-0146

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Thorndike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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P.O. Box 545  
Thorndike, MA 01079-0545

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Thorndike, MA 01079

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 217  
Thorndike, MA 01079

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Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 217  
Thorndike, MA 01079

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1120 0001 5938 9312

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Thorndike, MA 01079

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
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P.O. Box 217  
Thorndike, MA 01079-0911

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Wilmington, MA 01095

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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02/08/2021

Sent To  
9 Hickory Hill Drive  
Wilmington, MA 01095

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Riverton, CT 06065

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 8  
Riverton, CT 06065

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Thorndike, MA 01079

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 801  
Thorndike, MA 01079

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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
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**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 4273 High St.  
 City, State, ZIP+4®  
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**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

Postmark Here  
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 Sent To  
 P.O. Box 234  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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 PS Form 3800, April 2015 PSN 7530-02-000-9047

Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

Postmark Here  
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 Sent To  
 209 Verges St.  
 City, State, ZIP+4®  
 Springfield, MA 01129

7019 1120 0001 5938 9688

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 03  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 644  
 City, State, ZIP+4®  
 Thorndike, MA 01079-0644

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 382  
 City, State, ZIP+4®  
 Thorndike, MA 01079-0382

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 306  
 City, State, ZIP+4®  
 Thorndike, MA 01079

7019 1120 0001 5938 9282

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Thordike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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Sent To  
 [Redacted]  
 154 Worcester Providence, RI  
 City, State, ZIP+4  
 Millbury MA 01521

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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Sent To  
 [Redacted]  
 P.O. Box 804  
 City, State, ZIP+4  
 Thordike, MA 01079-0304

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

7019 1120 0001 5938 9361

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Thordike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here  
 02/08/2021

Sent To  
 [Redacted]  
 P.O. Box 801  
 City, State, ZIP+4  
 Thordike, MA 01079

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

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Thordike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Postmark Here  
 02/08/2021

Sent To  
 [Redacted]  
 P.O. Box 808  
 City, State, ZIP+4  
 Thordike, MA 01079

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

### Plan to Ensure Compliance with Local Zoning

WingWell LLC, engaged with the Palmer Town Manager and Palmer Planning Board to confirm our proposed Marijuana Establishment location will comply with applicable local codes, ordinances and bylaws. It was granted approval from the Town of Palmer on 1/16/2020 to locate and operate a Marijuana Cultivation and Manufacturing business at 4145 Church St. Bldg 10, Thorndike, MA. That approval is contingent upon remaining in compliance with Article XXIV S171-124, Marijuana Establishments and Registered Dispensaries Zoning Ordinance.

The proposed location: 4145 Church Street, Bldg. 10, Thorndike, MA is located in the Industrial A zoning district.

Pursuant to the Town of Palmer's Marijuana Establishments and Registered Marijuana Dispensaries Zoning Ordinance; Article XXIV- §171-124, Marijuana Establishments shall be allowed by special permit in the Industrial A, Industrial B Districts and in the Urban Renewal Industrial Park (URIP). They are not allowed in any Residential District, the General and Neighborhood Business Districts and the Village Centers District I-IV. In addition to the foregoing, Wing Well Cultivation, LLC and Wing Well Manufacturing, LLC will need to comply with the requirements set forth in Palmer's Zoning Ordinance under §171-28 Special permits; and §171-29 Site plan approval process.

In due course, Wing Well Cultivation, LLC and Wing Well Manufacturing, LLC will apply for the Special Permit and all other local permits required for construction and occupancy. Zoning regulations for the Town of Palmer require that as part of the Special Permit process that the application include copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies, including the Cannabis Control Commission.

As the project progresses, we will engage with the Palmer Police, Fire Departments, and Building Departments to ensure that we meet or exceed all local requirements.

Wing Well Cultivation, LLC and Wing Well Manufacturing LLC will continue to ensure compliance through monitoring for changes to local codes, ordinances and bylaws, and through on-going collaboration and communication with town officials and inspectors.

# Plan for Positive Impact

## WingWell LLC

WingWell LLC is "From the community. For the community." This Company motto is seen through all areas of our organization. Instead of new construction we are rehabbing an abandoned mill. Instead of relying on Fossil Fuels for energy we are using Hydro-Electric and Renewable Power. Instead of hiring only the most paper qualified candidates we will work harder to ensure diversity. Talent is distributed evenly; opportunity is not. We will actively work to right that basic inequity. Through these initiatives WingWell LLC will ensure it will positively impact the community locally, and at large.

### GOALS:

It shall be a goal of the organization to:

- reduce barriers to entry in the commercial adult-use cannabis industry for disproportionately harmed people, specifically MA residents with past drug-convictions.
- The applicant shall hire 20% of its staff that are Massachusetts residents who have past drug-convictions.
- Provide mentoring, professional, and technical services for disproportionately harmed people, specifically MA residents with past drug-convictions.
- Provide business assets or other benefits for disproportionately harmed people, specifically MA residents with past drug-convictions.

### PROGRAMS:

In furtherance of its goals, Wing Well LLC d/b/a Wing Well Cultivation LLC and Wing Well Manufacturing, LLC shall:

- Post monthly advertisements in the local newspaper, The Journal Register, stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.
- Provide free educational classes to the public on proper Cannabis use and the dangers of minor use for disproportionately harmed people, specifically MA residents with past drug-convictions.
- WingWell LLC will also have what we named our Shared Venture Program. For individuals interested, WingWell LLC will actively help our employees, specifically MA residents with past drug-convictions, start their own Cannabis Company. This will take the form of assistance in the application process, seed/investment capital, shadowing our executive staff for real time management training, or sealing/expungement services. This program will be available for all employees, including those with Past Drug Convictions, up to 3 individuals per year.

#### MEASUREMENT AND ACCOUNTABILITY:

- The applicant will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 20% of all individuals hired fall within this goal.
- 2 Classes a year will be held each that will accommodate up to 20 people per class. Success will be measured by at least 50% attendance and completion of the class. If we are unable to meet the goal's success criteria, WingWell LLC will advertise to the larger community through Social Media, and hold localized class to better serve individuals with past drug convictions.
- The Shared Venture Program's success will be measured through employee's completion of Management Shadow training, completion of a state or local application, Direct Investment into Cannabis Companies with past drug conviction leadership, or expungement/sealing services funded or rendered. WingWell LLC will measure success in this category if 30% of past drug convicted staff complete any of the aforementioned within each year.

This plan and the qualitative metrics noted above shall be reviewed annually on or before the entity's license renewal date.

Wing Well, LLC 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

Wing Well, LLC further acknowledges that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable laws.



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WING WELL LLC  
1111 ELM ST STE 27  
WEST SPRINGFIELD MA 01089-1540

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau





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

William Francis Galvin  
Secretary of the  
Commonwealth

February 18, 2021

TO WHOM IT MAY CONCERN:

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

**WINGWELL LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 19, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **ERIC CROMWELL, ALEXANDER WING**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ERIC CROMWELL, ALEXANDER WING**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ERIC CROMWELL**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth



**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

Special Filing Instructions

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001331509

1. The exact name of the limited liability company is: WING WELL LLC

**2a. Location of its principal office:**

No. and Street: 201 PARK AVENUE  
SUITE 8  
 City or Town: WEST SPRINGFIELD State: MA Zip: 01089 Country: USA

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

No. and Street: 201 PARK AVENUE  
SUITE 8  
 City or Town: WEST SPRINGFIELD State: MA Zip: 01089 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:  
RETAIL SALES

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ERIC CROMWELL  
 No. and Street: 201 PARK AVENUE, SUITE 8  
 City or Town: WEST SPRINGFIELD State: MA Zip: 01089 Country: USA

I, ERIC W. CROMWELL 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	ERIC CROMWELL	
MANAGER	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA
MANAGER	ALEXANDER WING	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 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.

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of October, 2018,**  
**ERIC W. CROMWELL**

*(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:

October 19, 2018 09:18 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## **WING WELL LLC OPERATING AGREEMENT**

This Operating Agreement, dated as of the 18<sup>th</sup> day of October, 2018, is by and among those persons identified as the holders of Voting and Non-Voting Membership Units in Schedule A to this Agreement, each such person being individually referred to as a “Member” and collectively as the “Members”).

WHEREAS, WING WELL LLC (the “LLC”) has been formed pursuant to the Massachusetts Limited Liability Company Act (the “Act”) by the filing of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts, to be effective this date;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

### **ARTICLE I – ORGANIZATION AND POWERS**

1.01 Organization. The LLC has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of State pursuant to the Act. The Certificate of Organization may be restated by the Members as provided in the Act or amended by the Members to change the address of the office of the LLC in Massachusetts and the name and address of its resident agent in Massachusetts or to make corrections required by the Act. Other additions to or amendments of the Certificate of Organization shall be authorized by the Members as provided in the Act. The Certificate of Organization as so amended from time to time, is referred to herein as the “Certificate”. The Managers shall deliver a copy of the Certificate and any amendments thereto to any Member who so requests.

1.02 Purposes and Powers. The principal business activity and purposes of the LLC initially shall be to engage in the ownership and operation of Marijuana Establishments as defined under 935 CMR § 500 *et seq* and all matters incidental thereto; and to transact all lawful business for which limited liability companies may be organized under Massachusetts law (the “Business”). However, the Business and purposes of the LLC shall not be limited to its initial principal business activity and, unless the Members otherwise determine, it shall have authority to engage in any other lawful business, trade, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the LLC, including without limitation the following powers:

(a) to conduct its business and operations in any state, territory or possession of the United States or in any foreign country or jurisdiction;

(b) to purchase, receive, take, lease or otherwise acquire, own, hold, improve, maintain, use or otherwise deal in and with, sell, convey, lease, exchange, transfer or otherwise dispose of, mortgage, pledge, encumber or create a security interest in all or any of its real or personal property, or any interest therein, wherever situated;

(c) to borrow or lend money or obtain or extend credit and other financial accommodations, to invest and reinvest its funds in any type of security or obligation of or interest in any public, private or governmental entity, and to give and receive interests in real and personal property as security for the payment of funds so borrowed, loaned or invested;

(d) to make contracts, including contracts of insurance, incur liabilities and give guaranties, whether or not such guaranties are in furtherance of the business and purposes of the LLC, including without limitation, guaranties of obligations of other persons who are interested in the LLC or in whom the LLC has an interest;

(e) to appoint one or more Managers of the LLC, to employ officers, employees, agents and other persons, to fix the compensation and define the duties and obligations of such personnel, to establish and carry out retirement, incentive and benefit plans for such personnel, and to indemnify such personnel to the extent permitted by this Agreement and the Act;

(f) to make donations irrespective of benefit to the LLC for the public welfare or for community, charitable, religious, educational, scientific, civic or similar purposes; and

(g) to institute, prosecute, and defend any legal action or arbitration proceeding involving the LLC, and to pay, adjust, compromise, settle, or refer to arbitration any claim by or against the LLC or any of its assets.

1.03 Principal Place of Business. The principal office and place of business of the LLC shall be 1111 Elm Street, Suite 27, West Springfield, Massachusetts. The Members may change the principal office or place of business of the LLC at any time and may cause the LLC to establish other offices or places of business.

1.04 Fiscal Year. The fiscal year of the LLC shall end on December 31, in each year.

1.05 Qualifications in Other Jurisdictions. The Members shall cause the LLC to be qualified or registered under applicable laws of any jurisdiction in which the LLC transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation the appointment of agents for service of process in such jurisdictions.

## ARTICLE II – MEMBERS

### 2.01 Members.

(a) There shall be two (2) classes of Membership Units of the LLC: Voting Membership Units and Non-Voting Membership Units. The current holders of Voting Membership Units (“Voting Members”) and holders of Non-Voting Membership Units (“Non-Voting Members”) of the LLC shall be listed on Schedule A and said schedule shall be amended from time to time by the Managers to reflect the withdrawal of Members or the admission of additional Members pursuant to this Agreement. Except as otherwise required by law, all voting rights shall be vested exclusively in the Voting Members, and each Voting Membership Unit shall entitle the holder thereof to one (1) vote. Subject to the foregoing, Voting Members and Non-Voting Members shall have the same preferences, qualifications, rights and privileges. The Managers shall notify the Members of changes in Schedule A, which shall constitute the record list of the Members for all purposes of this Agreement.

(b) The Members shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this operating agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC; and (ii) to take any other action not prohibited under the Act or other applicable law.

2.02 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the LLC and acknowledges that (a) s/he has such knowledge and experience in financial and business matters that s/he is capable of evaluating the merits and risks of an investment in the LLC and making an informed investment decision with respect thereto, (b) s/he is able to bear the economic and financial risk of an investment decision with respect thereto, (c) s/he is acquiring an interest in the LLC for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) s/he understands that the equity interests in the LLC have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with and (e) if Member is an entity, the execution, delivery and performance of this Agreement does not required it to obtain any consent or approval that has not been obtained and does not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound; and (f) he is able to and shall comply with the laws governing the adult-use of marijuana and any regulations promulgated thereunder, including but not limitation to registration as a Marijuana Agent.

2.03 Admission of New Members. Subject to applicable laws, additional persons may be admitted to the LLC as Members and may participate in the profits, losses, distributions, allocations and capital contributions of the LLC upon such terms as are established by the Members, which may include the establishment of classes or groups of one or more Members having different relative rights, powers and duties, including without limitation, rights and powers that are superior to those of existing Members, or the right to vote as a separate class or group on specified matters, by amendment of this Agreement under Section 11.05; provided, however that said New Member meets the qualifications set forth in Section 2.02. New Members shall be admitted at the time when all conditions to their admission have been satisfied, as determined by the Members, and their identity, Membership Interests (as defined in Section 2.06) and Contributions (if any) under Section 6.02 have been established by amendment of Schedule A. Existing Members shall have no preemptive or similar right to subscribe to the purchase of new Membership Interests in the LLC.

2.04 Meetings of Members.

(a) Meetings of Members may be called for any proper purpose at any time by the Managers or the holders of a majority of the Voting Membership Interests. An annual meeting of the Members for the purpose of electing the Managers and the transaction of such other business as may properly come before the meeting may be held on the date and at the time and place determined by the Managers within six months after the end of the fiscal year of the LLC. The Managers or the Voting Members calling the meeting shall determine the date, time and place of each meeting of Members, and written notice thereof shall be given by the Managers to each Member not less than ten days or more than sixty days prior to the date of the meeting. Notice shall be sent to Members of record on the date when the meeting is called. The business of each meeting of Members shall be limited to the purposes described in the notice. A written waiver of notice, executed before or after a meeting by a Member or his authorized attorney and delivered to the Managers, shall be deemed equivalent to notice of the meeting.

(b) Persons holding a majority of the Voting Membership Interests shall constitute a quorum for the transaction of any business at a meeting of Members. Members may attend a meeting in person or by proxy. Members may also participate in a meeting by means of electronic communication such as conference telephone or similar communications equipment that permits all Members present to hear each other. If less than a quorum of the Members is present or available via electronic communication, the meeting shall be adjourned without further notice. When an adjourned meeting is reconvened, any business may be transacted that might have been transacted at the original meeting.

(c) The Members shall make available at any meeting of Members and for a period of ten days prior thereto a complete list of Members entitled to vote at such meeting or any adjournment thereof. The list shall reflect the current names and addresses of each Member and their Membership Interests and shall be subject to inspection by any Member at the meeting and during the ten-day period prior thereto at the principal office of the LLC.



(d) A chairman selected by the Managers shall preside at all meetings of the Members. The chairman shall determine the order of business and the procedures to be followed at each meeting of Members.

2.05 Action without a Meeting. There is no requirement that the Members hold a meeting in order to take action on any matter. Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members who hold the Membership Interests or other interests in the LLC required to approve the action being taken. Such written consents shall be delivered to the Managers at the principal office of the LLC and unless otherwise specified shall be effective on the date when the first consent is so delivered. The Managers shall give prompt notice to all Members who did not consent to any action taken by written consent of Members without a meeting.

2.06 Voting Rights. Unless otherwise required by the Act, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or written consent of Members holding a minimum of 50% of the Voting Membership Interests as specified on Schedule A (herein the "Voting Membership Interests") except for the following matters which shall require the approval of Members who hold indicated interests in the LLC:

(a) Admission of a new Member: a vote of one hundred (100%) percent of the Voting Membership Interests and Non-Voting Membership Interests in the LLC;

(b) Dissolution of the LLC, sale of all or substantially all of its assets not in the ordinary course of its business, or its merger or consolidation with another business entity under the Act: one hundred (100%) percent of the Voting Membership Interests and Non-Voting Membership Interests in the LLC.

2.07 Limitation of Liability of Members. Except as otherwise provided in the Act, no Member of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the LLC. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another Member with respect to the business and affairs of LLC, and no Member shall be liable to the LLC or any other Member for acting in good faith upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the liabilities or obligations of the LLC or return distributions made by the LLC except as required by the Act or other applicable law; provided, however, that (i) Members are responsible for their failure to make required Contributions under Section 6.01, and (ii) the Managers must maintain Capital Account balances in accordance with Section 6.02. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members or Managers responsible for the liabilities of the LLC.

2.08 Authority. Unless specifically authorized by the Members, no Member shall be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC or of any other Member.

2.09 No Right to Withdraw. No Member shall have any right to resign or withdraw from the LLC without the consent of the other Members or to receive any distribution or the repayment of its capital contribution except as provided in Section 7.04 and Articles III, VII and IX.

2.10 Rights to Information. Members shall have the right to receive upon request a copy of the Certificate and of this Agreement, as amended from time to time, and such other information regarding the LLC as is required by the Act, subject to reasonable conditions and standards established by the LLC, as permitted by the Act, which may include, without limitation, withholding or restrictions on the use of confidential information.

2.11 Compensation of Members. No Member shall be entitled to payment for services or other compensation for services rendered to the LLC in its capacity as a member. Nothing contained in this Section 2.12 shall be construed to preclude any Member from serving the LLC in any other capacity and receiving reasonable compensation for such services, as may be set forth in such written compensation or other agreements by, between and among such individual and the LLC.

### ARTICLE III – MANAGEMENT

3.01. Management of the LLC. The business and affairs of the LLC shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 3.02 and 3.05, the Managers shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of an in the name of the LLC, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the LLC, including without limitation the right and authority:

(a) to manage the business and affairs of the LLC and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as the Manager deem necessary or desirable and to delegate to such persons such of their duties and responsibilities as the Manager shall determine;

(b) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the LLC;

(c) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the LLC on a secured or unsecured basis, and to perform or cause to be performed all of the LLC's obligation in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness; and

(d) to make elections and prepare and file returns regarding any federal, state or local tax obligations of the LLC, and to designate one Manager to serve as the “partnership representative” as defined in Section 6223 of the Internal Revenue Code of 1986 as amended (the “Code”), as amended by the Bi-partisan Budget Act of 2015 (the “Partnership Representative”), as further described in Section 10.04 hereof;

provided, however, that in the case of borrowing funds on behalf of the LLC in excess of \$50,000.00, such action must be unanimously approved by the Voting Members, and all such other decisions and actions for and on behalf of the LLC must be approved by Managers holding a majority in Voting Membership Interest. Any decisions or actions for and on behalf of the LLC that were affected without the requisite approval shall be deemed null and void. Any Manager holding a majority in Voting Membership Interest may, acting without approval of the other Managers, enter into contracts, agreements and other undertakings and bind the LLC thereto, except as otherwise provided herein.

### 3.02 Number, Election, Appointment, and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of Members holding a majority of the outstanding Voting Membership Interests. The LLC shall initially have two Managers. ERIC CROMWELL and ALEXANDER WING are hereby appointed to serve as the initial Managers of the LLC.

(b) Managers shall be appointed, from time-to time by the affirmative vote of Members holding a majority of the outstanding Voting Membership Interests. Each Manager, including each of the initial Managers named in this Agreement, shall serve for a term ending at the next meeting of Members called for the purpose of electing Managers, or until the Manager’s earlier death, resignation or removal. Any subsequently appointed Manager shall be required (i) to have an aggregate interest of at least one (1%) percent in each material item of income, gain, loss, deduction or credit of the LLC and (ii) to maintain an aggregate Capital Account balance (as defined in Section 6.02 hereof), of not less than one (1%) percent of the total positive Capital Account balances of all Members.

(c) The names and addresses of the Managers shall be listed on Schedule A and said schedule shall be amended from time to time by the Manager to reflect the resignation or removal of a Manager or the appointment of new or additional Managers pursuant to this Agreement.

3.03 Reliance by Third Parties. Any person dealing with the LLC, the Managers or any Member may rely upon a certificate signed by the Managers as to (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the LLC; (iii) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (iv) any action taken or omitted by the LLC, the Managers or any Member.

3.04 Resignation and Removal. Any Manager may resign upon at least 180 days' advance written notice to the Members and the other Managers (if any) (unless notice is waived by them). A Manager may only be involuntarily terminated for a material breach of his duties and obligations hereunder or under any Compensation Agreement as referenced in Section 3.08 as determined by independent arbitrator as provided in Section 10.04. Prior to the filing of any arbitration process the Members alleging the Manager's violation of his duties, shall give such Manager written notice, at least 30 days in advance, setting forth the violation and affording the Manager an opportunity to cure said alleged violation. Any vacancy in the office of Manager may be filled by a unanimous vote of the remaining Members.

3.05 Meetings and Actions of Managers. Unless otherwise determined by the Managers, all action to be taken by the Managers of the LLC shall be taken by vote or written consent of a majority of the Managers then in office. There is no requirement that the Managers hold a meeting in order to take action on any matter. Meetings of the Managers may be called by any Manager. If no meeting of the Managers has been called to act on a matter, and action is taken on such matter without a meeting by less than all of the Managers, prompt notice thereof shall be given to any Manager who did not participate in taking such action. If action is to be taken at a meeting of the Managers, notice of the time, date and place of the meeting shall be given to each Manager by an officer or the Manager calling the meeting by personal delivery, telephone or fax sent to the business or home address of each Manager at least twenty four (24) hours in advance of the meeting, or by written notice mailed or e-mailed to each Manager at either such address at least seventy two (72) hours in advance of the meeting; however, no notice need to be given to a Manager who waives notice before or after the meeting, or who attends the meeting without protesting at or before its commencement the inadequacy of notice to him or her. Managers may attend a meeting in person or by proxy, and they may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Managers present to hear each other. A chairman selected by the Managers shall preside at all meetings of the Managers. The chairman shall determine the order of business and the procedures to be followed at each meeting of the Managers.

3.06. Actions Requiring Approval of Members. Without the unanimous written approval of all Members, the LLC shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Certificate of Organization or this Agreement; *provided* that the Managers may, without the consent of the Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Issue additional Membership Interests (whether Voting or Non-Voting) or admit additional Members to the LLC;

(c) Borrow money in excess of \$50,000.00, provided that this limitation does not restrict the taking of draws on credit facilities approved by the Members;

(d) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the LLC of any assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(e) Merge, consolidate, dissolve, wind-up or liquidate the LLC or initiate a bankruptcy proceeding involving the LLC.

3.07 Activities of Managers; Business Opportunities. Each Manager shall devote such time to the Business and affairs of the LLC as will be reasonably required, in his respective judgment, to discharge his obligations as Manager of the LLC. No Manager may, whether individually, as a partner, shareholder or lender, or in any other capacity whatsoever, engage in or otherwise compete with the Business of the LLC.

3.08 Compensation and Reimbursement of Managers; No Employment.

(a) The Managers shall not be compensated for their services as Managers, but the LLC shall reimburse the Managers for all ordinary, necessary and direct expenses incurred by the Managers in performance of their duties as Managers. Nothing contained in this Section 3.08 shall be construed to preclude any Manager from serving the LLC in any other capacity and receiving reasonable compensation for such services, as may be set forth in such written compensation or other agreements by, between and among such individual and the LLC.

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

3.09 Limitation of Liability of Managers. No Manager shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as Manager of the LLC. No Manager shall be personally liable to the LLC or to its Members for breach of any fiduciary or other duty that does not involve (i) a breach of the duty of loyalty to the LLC or its Members, (ii) acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Manager derived an improper personal benefit.

## **ARTICLE IV – INDEMNIFICATION**

4.01 Right to Indemnification. Except as limited by law and subject to the provisions of this Article, the LLC shall indemnify each of its Managers against all expenses incurred by them in connection with any proceeding in which a Manager is involved as a result of serving in such capacity, except that no indemnification shall be provided for a Manager regarding any matter as to which it shall be finally determined that said Manager did not act in good faith and in the reasonable

belief that his action was in the best interests of the LLC. Subject to the foregoing limitations, such indemnification may be provided by the LLC with respect to a proceeding in which it is claimed that a Manager received an improper personal benefit by reason of its position, regardless of whether the claim arises out of the Manager's service in such capacity, except for matters as to which it is finally determined that an improper personal benefit was received by the Manager.

4.02 Award of Indemnification. The determination of whether the LLC is authorized to indemnify a Manager hereunder and any award of indemnification shall be made in each instance (a) by a majority of the Managers who are not parties to the proceeding in question, (b) by independent legal counsel appointed by the Managers or the Members, or (c) by the holders of a majority of the Membership Interests of the Members who are not parties to the proceeding in questions. The LLC shall be obliged to pay indemnification applied for by a Manager unless there is an adverse determination (as provided above) within forty-five (45) days after the application. If indemnification is denied, the applicant may seek an independent determination of its right to indemnification by a court, and in such event, the LLC shall have the burden of proving that the applicant was ineligible for indemnification under this Article. Notwithstanding the foregoing, in the case of a proceeding by or in the right of the LLC in which a Manager is adjudged liable to the LLC, indemnification hereunder shall be provided to said Manager only upon a determination by a court having jurisdiction that in view of all the circumstances of the case, said Manager is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

4.03 Successful Defense. Notwithstanding any contrary provisions of this Article, if a Manager has been wholly successful on the merits in the defense of any proceeding in which it was involved by reason of its position as Manager or as a result of serving in such capacity (including termination of investigative or other proceedings without a finding of fault on the part of the Manager), the Manager shall be indemnified by the LLC against all expenses incurred by the Manager in connection therewith.

4.04 Advance Payments. Except as limited by law, expenses incurred by a Manager in defending any proceeding, including a proceeding by the LLC, shall be paid by the LLC to the Manager in advance of final disposition of the proceeding upon receipt of its written undertaking to repay such amount if the Manager is determined pursuant to this Article or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of the Manager to make repayment; provided, however, that no such advance payment of expenses shall be made if it is determined pursuant to Section 4.02 of this Article on the basis of the circumstances known at the time (without further investigation) that the Manager is ineligible for indemnification.

4.05 Definitions. For purposes of this Article:

"Manager" includes (i) a person serving as a Manager or an officer of the LLC or in a similar executive capacity appointed by the Managers and exercising rights and duties delegated by the Managers, (ii) a person serving at the request of the LLC as a director, Manager, officer,

employee or other agent of another organization, and (iii) any person who formerly served in any of the foregoing capacities;

“expenses” means all expenses, including attorneys’ fees and disbursements, actually and reasonably incurred in defense of a proceeding or in seeking indemnification under this Article, and except for proceedings by or in the right of the LLC or alleging that a Manager received an improper personal benefit, any judgments, awards, fines, penalties and reasonable amount paid in settlement of a proceeding; and

“proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative, and any claim which could be the subject of a proceeding.

4.06 Insurance. The LLC shall have power to purchase and maintain insurance on behalf of any Manager, officer, agent or employee against any liability or cost incurred by such person in any such capacity or arising out of its status as such, whether or not the LLC would have power to indemnify against such liability or cost.

4.07 Employee Benefit Plan. If the LLC or any Manager sponsors or undertakes any responsibility as a fiduciary with respect to any employee benefit plan, then for purposes of this Article (i) “Manager” shall be deemed to include said Manager or any officer of the LLC who serves at the request of the Managers in any capacity with respect to said plan, (ii) said Manager or officer shall not be deemed to have failed to act in good faith or in the reasonable belief that its action was in the best interests of the LLC if said Manager or officer acted in good faith and in the reasonable belief that its action was in the best interests of the participants or beneficiaries of said plan, and (iii) “expenses” shall be deemed to include any taxes or penalties imposed upon said Manager or officer with respect to said plan under applicable law.

4.08 Heirs and Personal Representatives. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of each Manager.

4.09 Non-Exclusivity. The provisions of this Article shall not be construed to limit the power of the LLC to indemnify its Managers, Members, officers, employees or agents to the full extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article.

4.10 Amendment. The provisions of this Article may be amended or repealed in accordance with Section 11.05; however, no amendment or repeal of such provisions that adversely affects the rights of a Manager under this Article with respect to its acts or omissions at any time prior to such amendment or repeal, shall apply to said Manager without his consent.

## **ARTICLE V - CONFLICTS OF INTEREST**

5.01 Transactions with Interested Persons. Unless entered into in bad faith or in violation of the terms of Article III, no contract or transaction between the LLC and one or more of its Managers or Members, or between the LLC and any other corporation, partnership, association or other organization in which one or more of its Managers or Members have a financial interest or are directors, partners, Managers or officers, shall be voidable solely for this reason or solely because said Manager or Member was present or participated in the authorization of such contract or transaction if:

(a) the material facts as to the relationship or interest of said Manager or Member and as to the contract or transaction were disclosed or known to the other Managers (if any) or Members and the contract or transaction was authorized by the disinterested Managers (if any) or Members; or

(b) the contract or transaction was fair to the LLC as of the time it was authorized, approved or ratified by the disinterested Managers (if any) or Members; and no Manager or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the LLC, any Manager or Member, or any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

## **ARTICLE VI - CAPITAL ACCOUNTS AND CONTRIBUTIONS**

### **6.01 Capital Contributions: Guarantees: Loans.**

(a) The Members shall have contributed as their initial Capital Contributions to the LLC property with a net value in the amount set forth on Schedule A.

(b) No Member shall be required to make any Capital Contributions in addition to those called for by Section 6.01(a). However, the Managers may request additional capital contributions from all Members in proportion to their Membership Interest, if the Managers determine that the LLC's capital is insufficient to meet the reasonable needs of its business. If any Member refuses or fails to make such a required contribution of additional capital, any other Member may lend any necessary additional sums to the LLC, or the Members may borrow such additional sums, and may pledge the LLC's assets to secure such loans. Any such loans to the LLC shall bear a reasonable rate of interest, as determined by the Managers but otherwise, no Member shall receive interest on their Membership Interest. Members refusing or failing to make additional capital contributions upon the request of the Managers may have their Membership Interest reduced accordingly. This provision is not for the benefit of any creditors of the LLC and no such creditors may obtain any right under this provision to make any claim with respect to the capital of or to contributions by any Member.



## 6.02 Capital Accounts.

(a) An individual capital account shall be maintained for each Member. Each such capital account of a Member shall consist of (i) the amount of money contributed by it to the LLC, (ii) the fair market value of property contributed by it to the LLC (net of liabilities secured by such contributed property that the LLC is considered to assume or take subject to under section 752 of the Code) and (iii) allocations to it of LLC income and gain (or items thereof); and decreased by (iv) the amount of money and fair market value of property distributed to it by the LLC (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under section 752 of the Code), (v) all allocations to it of expenditures of the LLC described in section 705(a)(2)(B) of the Code and (vi) allocations of LLC loss and deduction (or item thereof); subject to such other adjustments required by Treas. Reg. 1.704-1(b)(4) (or any corresponding successor provisions). In all events such capital accounts shall be maintained in accordance with the Treasury Regulations promulgated under section 704(b) of the Code.

(b) No interest shall be paid on any present or future capital account.

## ARTICLE VII - ALLOCATIONS AND DISTRIBUTIONS

7.01 Allocation of Profits and Losses. Except as provided in Section 7.05, and provided in Section 704(c) of the Code the profits and losses of the LLC for each fiscal year of the LLC shall be allocated among the Members in proportion to their respective Membership Interests.

7.02 Determination of Profits and Losses. The net profits or net losses of the LLC shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner. An accounting shall be made for each fiscal year by the accountants employed by the LLC as soon as possible after the close of each such fiscal year, to determine the Members, respective shares of the profits or net losses of the LLC, which shall be credited or debited, as the case may be, to the Members' respective capital accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Members in the same portion in which they share profits and losses.

7.03 Cash Flow. Subject to Section 7.06, available cash in excess of the reasonably anticipated needs of the Business (including reserves) shall be distributed among the Members when and in such amounts as determined by the Managers in their sole discretion, but in no event shall such distributions be made less frequently than quarterly. After making all distributions required for a given fiscal year under Section 7.06, distributions determined to be made by the Managers pursuant to this section shall be paid in accordance with their respective Membership Interests and shall be made to each Member simultaneously.

7.04 Right to Distributions. No Member shall have the right to receive distributions of property from the LLC. No Member shall have the right to receive, and the Manager shall not have

the right to make, distributions to a Member which include a return of all or any part of its Capital Contribution, except to the extent of available cash distributions and LLC property available for distribution on dissolution of the LLC if any.

7.05 Minimum Gain and Qualified Income Offset. Notwithstanding anything to the contrary contained in this Article VII, the allocations of income or gain described in Treas. Reg. Sections 1.704(b)(2)(ii)(d) (last paragraph) and 1.704-2(f) shall be made in the circumstances described in such sections of such Treasury Regulations or any successor provisions thereto. This Section 7.05 is intended to constitute a qualified income offset provision and minimum gain charge back provision under such sections of such Treasury Regulations and shall be so interpreted for all purposes.

7.06 Distributions to Fund Taxes.

(a) Subject to any restrictions in the LLC's then applicable debt-financing arrangements, and subject to the determinations by the Managers to retain any other amount necessary to satisfy the LLC's obligations, there shall be distributed to each Member within five (5) business days before each date prescribed by the Code for a calendar-year limited liability corporation to pay quarterly installments of estimated tax, an amount at least equal to the 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 7.06(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"), then the LLC shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The LLC shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a fiscal year before the seventy-fifth day of the next succeeding fiscal year; provided, that if the LLC has made distributions other than pursuant to this Section 7.06, the Managers may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to Section 7.06 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 7.06, except to the extent taken into account as an advance pursuant to Section 7.06(d).

(d) Any distributions made pursuant to this Section 7.06 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 7.03 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 7.03.

7.07 Nonrecourse Deductions. Nonrecourse deductions shall be allocated among the Members in accordance with their Membership Interests.

7.08 Nonrecourse Liabilities. For purposes of determining the Members' respective shares of nonrecourse liabilities of the LLC under Treasury Regulations Section 1.752-3, each Member's "percentage interest in partnership profits" shall be its Membership Interest.

7.09 Member Nonrecourse Deductions. Member nonrecourse deductions (within the meaning of Treasury Regulations Section 1.704(i) (1) and (2)) shall be allocated as prescribed in Treasury Regulations Section 1.704-2(i) (1).

7.10 Restrictions on Distributions. The LLC shall not make any distribution to the Members unless, immediately after giving effect to such distribution, the LLC shall have sufficient cash available to meet the reasonably anticipated needs of the LLC, as such needs are determined in the sole discretion of the Manager.

## **ARTICLE VIII - TRANSFER OF INTERESTS**

8.01 Transfers of a Member's Interest-Restrictions of Sale. No Member or holder of an Economic Interest (as such term is defined in Section 8.04 below) shall sell, assign, pledge, mortgage or otherwise dispose of or transfer its Membership Interest or Economic Interest in the LLC, whether in whole or in part (collectively, "Transfer"), without the unanimous consent of the Members, which consent may be withheld for any or for no reason; provided that a Member may transfer its Membership Interest or Economic Interest to a trust or similar entity established solely for the benefit of such Member or holder of an Economic Interest, his or her spouse or descendants, so long as the Member or holder of the Economic Interest retains all rights to vote, control and dispose of such Membership Interest or Economic Interest.

### 8.02 Voluntary Transfers of LLC Interests.

(a) *Notice of Proposed Transfers.* Subject to subsection (e) below, a Member who desires to Transfer its Membership Interest in the LLC (other than Transfers permitted under Section 8.01) (the "Selling Member") shall give the LLC and the Members written notice of its desire stating (i) the Membership Interest to be transferred (the "Transfer Interest"), (ii) the name and business address (or residential address if such person does not have a business address) of the proposed transferee, (iii) the amount and form of consideration, if any, to be received on account of the Transfer, (iv) the date of the proposed Transfer, and (v) all other relevant terms and conditions of the Transfer (the "Voluntary Transfer Notice"). The death of a Member shall not be considered a Transfer for the purposes of this section.

(b) *Option of the LLC.* The LLC (or its Designee) may, but shall not be required to, purchase all of the Transfer Interest on the terms and conditions specified in the Voluntary Transfer Notice. To exercise its option, the LLC (on behalf of itself or on behalf of its Designee) must notify the Members, including the Selling Member, in writing within 30 days of its receipt of the Voluntary Transfer Notice.

(c) *Option of the Members.* If the LLC has not given written notice of its intention to purchase all of the Transfer Interest within the 30-day period described above, the Members (excluding for this purpose the Selling Member) may, but shall not be required to, purchase all of the Transfer Interest on the terms and conditions specified in the Voluntary Transfer Notice. To exercise their option, the purchasing Member(s) must give written notice to the LLC and the Members, including the Selling Member, and acquire such Transfer Interest within 30 days of the Members' receipt of the Voluntary Transfer Notice. Unless they agree otherwise, the remaining Transfer Interest shall be purchased proportionally by each purchasing Member based on the proportion that the Membership Interest then owned by such Member bears to the Membership Interest then owned by all of the purchasing Members.

(d) *Transfer Permitted if Options Lapse.* Notwithstanding anything in this Section 8.02 to the contrary, if the LLC and the Members have not given notice of their intention to purchase all of the Transfer Interest within the time periods set forth in this Section 8.02, and subject to the consent of the Members to the sale of the Transfer Interest to the proposed transferee under Section 8.01 above, the Selling Member may transfer, subject to Section 8.03, all of the Transfer Interest to the transferee named in the Voluntary Transfer Notice if (i) the terms and conditions of the sale are no more favorable to such transferee than those contained in the Voluntary Transfer Notice, (ii) the transferee agrees to become a party to this Agreement by executing a counterpart signature page to this Agreement and (iii) the transfer occurs within 90 days from the date of the Voluntary Transfer Notice.

8.03 Requirements for Transfer. Notwithstanding Section 8.01 and Section 8.02, no Transfer of a Membership Interest of a Member shall be permitted if it would, or would reasonably likely, in the reasonable judgment of the Members:

(a) result in the termination (within the meaning of Section 708(b) of the Code) of the LLC for federal income tax purposes;

(b) result in violation of the applicable securities laws of any jurisdiction;

(c) result in a violation of any law, rule, or regulation by the Member, any other Member, any Manager or the LLC;

(d) violate the terms of any credit agreement or other financing arrangement entered into of the LLC;

(e) cause the LLC to be deemed a "publicly traded partnership" as such term is defined in Section 7704(b) of the Code and Treasury Regulations thereunder.

8.04 Transfers of Economic Interest Only. In the event of any permitted transfer pursuant to Section 8.01, the transferee shall receive only the transferor's right to share in Profits and Losses of

and receive or accrue distributions from the Company pursuant to this Agreement, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in management of the Company or, except as required by the Act or applicable tax laws, to receive information concerning the Company ("Economic Interest"), and the transferee shall not be admitted as a Member or have any right as a result of such transfer to participate in the affairs of the LLC as a Member, unless such transferee is also admitted as a Substitute Member in accordance with Section 8.06.

8.05 Void Transfers. Any voluntary sale, transfer, assignment or encumbrance in violation of this Section 8 shall be void and ineffectual, and shall not operate to transfer any portion of any Membership Interest in the LLC to the purported transferee.

8.06 Admission of Substitute Members. An Assignee of Membership Interest of the LLC shall be admitted as a Substitute Member only with the consent of the Members. If so admitted, the Substitute Member shall have, with respect to the Membership Interest so assigned, all the rights and powers and shall be subject to all the restrictions and liabilities of that Member who assigned such Membership Interest had by virtue of such Member's ownership of the assigned Membership Interest. The admission of a Substitute Member shall not release any Member who assigned such Membership Interests from liability to the LLC that may have arisen prior to the transfer.

8.07 Rights of Assignees. Unless it is a Substitute Member, the assignee of any Membership Interest shall have no right to vote on, consent to, approve or participate in the determination of any matter, or to otherwise participate in the management of the business and affairs of the LLC or to become a Member. Unless it is a Substitute Member, the assignee is only entitled to receive distributions (including its return of capital) and to be allocated the Profits and Losses attributable to the Units transferred to the assignee.

8.08 Resignation or Withdrawal of a Member. Except as specifically provided in this Agreement, no Member shall have the right to resign or withdraw from membership in the LLC or withdraw its interest in the capital of the LLC.

8.09 Disassociation of a Member. The incapacity, death, bankruptcy or dissolution of a Member: (a) will cause such Member to become a Disassociated Member; and (b) will terminate the continued membership of such Member in the LLC. In the event any Member becomes a Disassociated Member, the Disassociated Member or its legal representative, successor or assign may request admission to the LLC as a Substitute Member pursuant to Section 8.06. If no request for Substitute Member status is made or granted pursuant to Section 8.06, the Disassociated Member or its legal representative, successor or assign shall thereafter have only those rights of an Assignee under this Agreement.

The remaining Members may elect, within 30 days of notice or actual knowledge of the event of dissociation, to purchase the Dissociated Member's Membership Interest on such terms and

conditions as the remaining Members and the Dissociated Member or the legal representative of the Dissociated Member may agree.

If the remaining Members and the Dissociated Member (or such legal representative) do not agree, the remaining Members shall have an option (to be exercised within 90 days after the event of dissociation, by giving notice to the Dissociated Member, or such legal representative) to purchase the Membership Interests for a cash purchase price reasonably determined by the LLC based on the value of the Capital Account of the Dissociated Member, as of the end of the calendar month preceding the event of dissociation, adjusted as if: (i) the LLC was valued at fair market value based on generally accepted business valuation methods, (ii) discounting for minority interest or the LLC's closely-held nature, if applicable, and (iii) any reasonable damages suffered by the LLC because of the dissociation or wrongful acts of a Dissociated Member were reduced to judgment and charged against the Dissociated Member's Capital Account (as adjusted, the "Repurchase Price").

If the Membership Interests of the Dissociated Member are not purchased by negotiated transaction or option exercise, the LLC shall pay the Dissociated Member the Repurchase Price for its Capital Account by retiring the Repurchase Price out of distributions that would have been allocable to the Dissociated Member but for the dissociation until the amount due by reason of the dissociation is paid in full.

From and after the effective date, the Dissociated Member is considered a creditor of the LLC (subject to the subordination provisions of Section 9.02) and all other statutory or contractual rights associated with the Dissociated Member's Membership Interest cease.

## **ARTICLE IX - DISSOLUTION, LIQUIDATION AND TERMINATION**

9.01 Dissolution. The LLC shall dissolve and its affairs shall be wound up only upon the written consent of all of the Members. The death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication of bankruptcy, or legal incapacity of a Member shall not dissolve or terminate the LLC unless the remaining Members so determine.

The Managers shall promptly notify the Members of the dissolution of the LLC.

9.02 Liquidation. Upon dissolution of the LLC, the Managers shall act as its liquidating trustee or the Managers may appoint one or more Managers or Members as liquidating trustee. The liquidating trustee shall proceed diligently to liquidate the LLC and wind up its affairs and shall dispose of the assets of the LLC as follows:

First, to the payment of all debts and liabilities of the LLC, including expenses of its liquidation;

Second, to the setting up of any reserves which the Managers or the liquidating trustee may deem necessary for any contingent or unforeseen liabilities or obligations of the LLC or of the Members arising out of or in connection with the LLC; and

Third, after making all applicable allocations to the Members' Capital Accounts as provided herein, to the Members in accordance with their Capital Accounts and to persons whose claims arise from a former Member's dissociation.

Until final distribution, the liquidating trustee may continue to operate the business and properties of the LLC with all of the power and authority of the Managers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustee shall cause an accounting by a firm of independent public accountants of the LLC's assets, liabilities, operations and liquidating distributions to be given to the Members.

9.03 Certificate of Cancellation. Upon completion of the distribution of LLC assets as provided herein, the LLC shall be terminated, and the Managers (or such other person or persons as the Act may require or permit) shall file a Certificate of Cancellation with the Secretary of State of Massachusetts under the Act, cancel any other filings made pursuant to Sections 1.01, 1.03 and 1.05, and take such other actions as may be necessary to terminate the existence of the LLC.

## **ARTICLE X - ACCOUNTING; TAX MATTERS**

10.01 Financial Statements. The LLC shall furnish to each Member the following reports:

(a) *Annual Financial Statements.* As soon as available, and in any event within 120 days after the end of each fiscal year, unaudited consolidated balance sheets of the LLC as at the end of each such Fiscal Year and unaudited 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 selected by the Managers, 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 LLC 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) *Monthly Financial Statements.* As soon as available, and in any event within 30 days after the end of each monthly accounting period in each fiscal quarter (other than the last month of the fiscal quarter), unaudited consolidated balance sheets of the LLC as at the end of each such monthly period and for the current fiscal year to date and unaudited consolidated statements of income, cash flows and Members' equity for each such monthly period and for the current fiscal year to date, 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).



10.02 Inspection Rights. Upon reasonable notice from a Member, the LLC shall afford such Member and its representatives access during normal business hours to (i) the LLC's offices; (ii) the corporate, financial and similar records, reports and documents of the LLC, including 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 Member and its representatives to examine such documents and make copies thereof or extracts therefrom; and (iii) any officers, senior employees and accountants of the LLC, and to afford each Member and its representatives the opportunity to discuss and advise on the affairs, finances and accounts of the LLC with such officers, senior employees and accountants (and the LLC hereby authorizes such employees and accountants to discuss with such Member and its representatives such affairs, finances and accounts); provided that (x) the requesting Member shall bear its own expenses and all reasonable expenses incurred by the LLC in connection with any inspection or examination requested by such Member pursuant to this Section 11.02 and (y) if the LLC provides or makes available any report or written analysis for any Member pursuant to this Section 10.02, it shall promptly provide or make available such report or analysis to or for the other Members.

10.03 Income Tax Status. It is the intent of this LLC and the Members that this LLC shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the LLC nor any Member shall make an election for the LLC to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

10.04 Partnership Representative.

(a) *Appointment.* The Members hereby appoint ERIC CROMWELL as the Partnership Representative as provided in Code Section 6223(a). The Partnership Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests. In the event of the removal of the Partnership Representative, Members holding a majority of the Membership Interests shall select a replacement Partnership Representative. If the removal of the Partnership Representative occurs prior to the effectiveness of the removal under applicable Treasury Regulations or other administrative guidance, the Partnership Representative that has been removed shall not take any actions in its capacity as Partnership Representative except as directed by the Managers.

(b) *Tax Examinations and Audits.* The Partnership Representative is authorized and required to represent the LLC (at the LLC's expense) in connection with all examinations of the LLC's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend LLC funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the LLC in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the LLC (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.

(c) *BBA Elections.* To the extent permitted by applicable law and regulations, the LLC will annually elect out of the partnership audit procedures enacted under Section 1101 of the BBA. For any year in which applicable law and regulations do not permit the LLC to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the LLC will elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) *Tax Returns and Tax Deficiencies.* Each Member agrees that such Member shall not treat any LLC item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the LLC's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the LLC, will be recoverable from such Member.

(e) *Income Tax Elections.* Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the LLC; provided, that the Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

10.05 Tax Returns. At the expense of the LLC, the Managers shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the LLC pursuant to the Code as well as all other required tax returns in each jurisdiction in which the LLC owns property or does business. As soon as reasonably possible after the end of each fiscal year, the Managers 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 LLC as may be necessary for the preparation of such person's federal, state and local income tax returns for such fiscal year.

10.06 LLC Funds. All funds of the LLC 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 LLC shall not be commingled with the funds of any other person. All withdrawals of such deposits or liquidations of such investments by the LLC shall be made exclusively upon the signature or signatures of such officer(s) as the Managers may designate.

## **ARTICLE X - GENERAL PROVISIONS**

11.01 Offset. Whenever the LLC is obligated to make a distribution or payment to any Member, any amounts that Member owes the LLC may be deducted from said distribution or payment by the Managers.

11.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (i) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (ii) upon delivery to the recipient in person or by courier, (iii) upon receipt of a facsimile transmission by the recipient or (iv) upon written confirmation of receipt of an electronic mail (e-mail) transmission. Such notices, requests and consents shall be given (x) to Members at their addresses on Schedule A, or such other address as a Member may specify by notice to the Managers or (y) to the LLC or the Managers at the address of the principal office of the LLC specified in Section 1.03. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

11.03 Entire Agreement. This Agreement constitutes the entire agreement of the Members and the Managers relating to the LLC and supersedes all prior contracts or agreements with respect to the LLC, whether oral or written.

11.04 Arbitration of Disputes. All disputes, differences, controversies and questions which shall arise either during the operation of this LLC or afterwards, including the full and completed dissolution and liquidation, concerning the matters set forth in this Agreement, for the construction or application of this Agreement, or any account, valuation, division or distribution of assets or option or purchase or concerning any liabilities created hereunder, or any act or omission of any Manager or Member, or any other matter in any way relating to the LLC's Business, or the rights, privileges, duties or liabilities of the Managers and/or Members, if not settled by negotiation, shall be settled by arbitration in Springfield, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association and conducted in accordance with its rules. The decision rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof.

The arbitrator shall instruct the non-prevailing party to pay all costs of the proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party. If the arbitrator determines that there is not a prevailing party, each party shall be instructed to bear its own costs and to share equally the fees and expenses of the arbitrator.

11.05 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument signed by a majority of the Managers and by Members holding a majority of the Membership Interests; provided, however, that (a) an amendment or modification reducing a Member's Membership Interest or changing adversely the rights of a Member with respect to distributions, allocations or voting, (other than to reflect the admission of new Members or changes otherwise provided by this Agreement) shall be effective only with that

Member's consent; (b) an amendment or modification to reflect the admission of a new Member purchasing an interest from the LLC may be approved by Members; (c) an amendment or modification to reflect the admission of a new Member who is an assignee of an existing Member, shall be subject to approval as provided in Section 2.06; (d) an amendment or modification increasing any liability of a Member to the LLC or its Managers or Members, or adversely affecting the limitation of the liability of a Member with respect to the LLC, shall be effective only with that Member's consent; (e) an amendment or modification reducing the required percentage of Membership Interests for any consent or vote in this Agreement shall be effective only with the consent or vote of Members having the percentage of Membership Interests theretofore required; and (f) an amendment of this section shall require the consent of a majority of the Managers and of Members holding two-thirds of the Membership Interests.

11.06 Binding Effect. Subject to the restrictions on transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

11.07 Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

11.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Managers.

11.09 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the LLC or for partition of the property of the LLC.

11.10 Notice to Members of Provisions of this Agreement.

(a) By executing this Agreement, each Member acknowledges that such Member has actual notice of (i) all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in Article VIII, and (ii) all of the provisions of the Certificate. Each Member hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

(b) By executing this Agreement, each Member further acknowledges that the LLC is engaging in the business of cultivation, manufacture and distribution of cannabis, which is a crime

under U.S. federal law. The Members agree that the LLC shall not be liable to them for any penalties imposed upon them by federal U.S. authorities in connection with engaging in cultivation, manufacture and distribution of cannabis. Member further release and waive any right to monetary recover in connection with any proceeding initiated by any state or federal agency, or the Member or any one on his/her behalf against the LLC in connection with engaging in cultivation, manufacture, and distribution of cannabis.

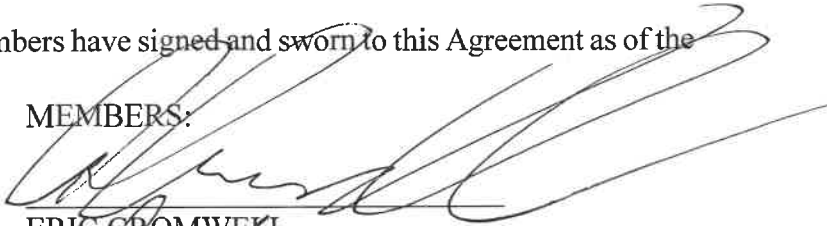
11.11 Third-Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or whom may have any claim against, the LLC or any of its Members or Managers, except for Members or Managers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the LLC or any Member or Manager.

11.12 Interpretation. For the purpose of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable. Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

MEMBERS:



ERIC CROMWELL



ALEXANDER WING

**SCHEDULE A  
TO  
OPERATING AGREEMENT  
OF  
WING WELL LLC**

**MEMBERS**

<b><u>NAME AND ADDRESSES OF MEMBERS</u></b>	<b><u>CAPITAL CONTRIBUTIONS</u></b>	<b><u>VOTING UNITS</u></b>	<b><u>NON- VOTING UNITS</u></b>	<b><u>TOTAL MEMBERSHIP INTEREST</u></b>	<b><u>MANAGER</u></b>
ERIC CROMWELL 214 Knollwood Rd. Longmeadow, MA 01106	\$ <u>20,000</u>	50	0	50%	Yes
ALEXANDER WING 1 Bungalow Pt. Wilbraham, MA 01095	\$ <u>4,000</u>	49	1	50%	Yes

## **WING WELL LLC OPERATING AGREEMENT**

This Operating Agreement, dated as of the 18<sup>th</sup> day of October, 2018, is by and among those persons identified as the holders of Voting and Non-Voting Membership Units in Schedule A to this Agreement, each such person being individually referred to as a “Member” and collectively as the “Members”).

WHEREAS, WING WELL LLC (the “LLC”) has been formed pursuant to the Massachusetts Limited Liability Company Act (the “Act”) by the filing of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts, to be effective this date;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

### **ARTICLE I – ORGANIZATION AND POWERS**

1.01 Organization. The LLC has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of State pursuant to the Act. The Certificate of Organization may be restated by the Members as provided in the Act or amended by the Members to change the address of the office of the LLC in Massachusetts and the name and address of its resident agent in Massachusetts or to make corrections required by the Act. Other additions to or amendments of the Certificate of Organization shall be authorized by the Members as provided in the Act. The Certificate of Organization as so amended from time to time, is referred to herein as the “Certificate”. The Managers shall deliver a copy of the Certificate and any amendments thereto to any Member who so requests.

1.02 Purposes and Powers. The principal business activity and purposes of the LLC initially shall be to engage in the ownership and operation of Marijuana Establishments as defined under 935 CMR § 500 *et seq* and all matters incidental thereto; and to transact all lawful business for which limited liability companies may be organized under Massachusetts law (the “Business”). However, the Business and purposes of the LLC shall not be limited to its initial principal business activity and, unless the Members otherwise determine, it shall have authority to engage in any other lawful business, trade, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the LLC, including without limitation the following powers:

(a) to conduct its business and operations in any state, territory or possession of the United States or in any foreign country or jurisdiction;

(b) to purchase, receive, take, lease or otherwise acquire, own, hold, improve, maintain, use or otherwise deal in and with, sell, convey, lease, exchange, transfer or otherwise dispose of, mortgage, pledge, encumber or create a security interest in all or any of its real or personal property, or any interest therein, wherever situated;

(c) to borrow or lend money or obtain or extend credit and other financial accommodations, to invest and reinvest its funds in any type of security or obligation of or interest in any public, private or governmental entity, and to give and receive interests in real and personal property as security for the payment of funds so borrowed, loaned or invested;

(d) to make contracts, including contracts of insurance, incur liabilities and give guaranties, whether or not such guaranties are in furtherance of the business and purposes of the LLC, including without limitation, guaranties of obligations of other persons who are interested in the LLC or in whom the LLC has an interest;

(e) to appoint one or more Managers of the LLC, to employ officers, employees, agents and other persons, to fix the compensation and define the duties and obligations of such personnel, to establish and carry out retirement, incentive and benefit plans for such personnel, and to indemnify such personnel to the extent permitted by this Agreement and the Act;

(f) to make donations irrespective of benefit to the LLC for the public welfare or for community, charitable, religious, educational, scientific, civic or similar purposes; and

(g) to institute, prosecute, and defend any legal action or arbitration proceeding involving the LLC, and to pay, adjust, compromise, settle, or refer to arbitration any claim by or against the LLC or any of its assets.

1.03 Principal Place of Business. The principal office and place of business of the LLC shall be 1111 Elm Street, Suite 27, West Springfield, Massachusetts. The Members may change the principal office or place of business of the LLC at any time and may cause the LLC to establish other offices or places of business.

1.04 Fiscal Year. The fiscal year of the LLC shall end on December 31, in each year.

1.05 Qualifications in Other Jurisdictions. The Members shall cause the LLC to be qualified or registered under applicable laws of any jurisdiction in which the LLC transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation the appointment of agents for service of process in such jurisdictions.



## ARTICLE II – MEMBERS

### 2.01 Members.

(a) There shall be two (2) classes of Membership Units of the LLC: Voting Membership Units and Non-Voting Membership Units. The current holders of Voting Membership Units (“Voting Members”) and holders of Non-Voting Membership Units (“Non-Voting Members”) of the LLC shall be listed on Schedule A and said schedule shall be amended from time to time by the Managers to reflect the withdrawal of Members or the admission of additional Members pursuant to this Agreement. Except as otherwise required by law, all voting rights shall be vested exclusively in the Voting Members, and each Voting Membership Unit shall entitle the holder thereof to one (1) vote. Subject to the foregoing, Voting Members and Non-Voting Members shall have the same preferences, qualifications, rights and privileges. The Managers shall notify the Members of changes in Schedule A, which shall constitute the record list of the Members for all purposes of this Agreement.

(b) The Members shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this operating agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC; and (ii) to take any other action not prohibited under the Act or other applicable law.

2.02 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the LLC and acknowledges that (a) s/he has such knowledge and experience in financial and business matters that s/he is capable of evaluating the merits and risks of an investment in the LLC and making an informed investment decision with respect thereto, (b) s/he is able to bear the economic and financial risk of an investment decision with respect thereto, (c) s/he is acquiring an interest in the LLC for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) s/he understands that the equity interests in the LLC have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with and (e) if Member is an entity, the execution, delivery and performance of this Agreement does not required it to obtain any consent or approval that has not been obtained and does not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound; and (f) he is able to and shall comply with the laws governing the adult-use of marijuana and any regulations promulgated thereunder, including but not limitation to registration as a Marijuana Agent.

2.03 Admission of New Members. Subject to applicable laws, additional persons may be admitted to the LLC as Members and may participate in the profits, losses, distributions, allocations and capital contributions of the LLC upon such terms as are established by the Members, which may include the establishment of classes or groups of one or more Members having different relative rights, powers and duties, including without limitation, rights and powers that are superior to those of existing Members, or the right to vote as a separate class or group on specified matters, by amendment of this Agreement under Section 11.05; provided, however that said New Member meets the qualifications set forth in Section 2.02. New Members shall be admitted at the time when all conditions to their admission have been satisfied, as determined by the Members, and their identity, Membership Interests (as defined in Section 2.06) and Contributions (if any) under Section 6.02 have been established by amendment of Schedule A. Existing Members shall have no preemptive or similar right to subscribe to the purchase of new Membership Interests in the LLC.

2.04 Meetings of Members.

(a) Meetings of Members may be called for any proper purpose at any time by the Managers or the holders of a majority of the Voting Membership Interests. An annual meeting of the Members for the purpose of electing the Managers and the transaction of such other business as may properly come before the meeting may be held on the date and at the time and place determined by the Managers within six months after the end of the fiscal year of the LLC. The Managers or the Voting Members calling the meeting shall determine the date, time and place of each meeting of Members, and written notice thereof shall be given by the Managers to each Member not less than ten days or more than sixty days prior to the date of the meeting. Notice shall be sent to Members of record on the date when the meeting is called. The business of each meeting of Members shall be limited to the purposes described in the notice. A written waiver of notice, executed before or after a meeting by a Member or his authorized attorney and delivered to the Managers, shall be deemed equivalent to notice of the meeting.

(b) Persons holding a majority of the Voting Membership Interests shall constitute a quorum for the transaction of any business at a meeting of Members. Members may attend a meeting in person or by proxy. Members may also participate in a meeting by means of electronic communication such as conference telephone or similar communications equipment that permits all Members present to hear each other. If less than a quorum of the Members is present or available via electronic communication, the meeting shall be adjourned without further notice. When an adjourned meeting is reconvened, any business may be transacted that might have been transacted at the original meeting.

(c) The Members shall make available at any meeting of Members and for a period of ten days prior thereto a complete list of Members entitled to vote at such meeting or any adjournment thereof. The list shall reflect the current names and addresses of each Member and their Membership Interests and shall be subject to inspection by any Member at the meeting and during the ten-day period prior thereto at the principal office of the LLC.

(d) A chairman selected by the Managers shall preside at all meetings of the Members. The chairman shall determine the order of business and the procedures to be followed at each meeting of Members.

2.05 Action without a Meeting. There is no requirement that the Members hold a meeting in order to take action on any matter. Any action required or permitted to be taken by the Members may be taken without a meeting if one or more written consents to such action shall be signed by Members who hold the Membership Interests or other interests in the LLC required to approve the action being taken. Such written consents shall be delivered to the Managers at the principal office of the LLC and unless otherwise specified shall be effective on the date when the first consent is so delivered. The Managers shall give prompt notice to all Members who did not consent to any action taken by written consent of Members without a meeting.

2.06 Voting Rights. Unless otherwise required by the Act, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or written consent of Members holding a minimum of 50% of the Voting Membership Interests as specified on Schedule A (herein the "Voting Membership Interests") except for the following matters which shall require the approval of Members who hold indicated interests in the LLC:

(a) Admission of a new Member: a vote of one hundred (100%) percent of the Voting Membership Interests and Non-Voting Membership Interests in the LLC;

(b) Dissolution of the LLC, sale of all or substantially all of its assets not in the ordinary course of its business, or its merger or consolidation with another business entity under the Act: one hundred (100%) percent of the Voting Membership Interests and Non-Voting Membership Interests in the LLC.

2.07 Limitation of Liability of Members. Except as otherwise provided in the Act, no Member of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the LLC. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another Member with respect to the business and affairs of LLC, and no Member shall be liable to the LLC or any other Member for acting in good faith upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the liabilities or obligations of the LLC or return distributions made by the LLC except as required by the Act or other applicable law; provided, however, that (i) Members are responsible for their failure to make required Contributions under Section 6.01, and (ii) the Managers must maintain Capital Account balances in accordance with Section 6.02. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members or Managers responsible for the liabilities of the LLC.

2.08 Authority. Unless specifically authorized by the Members, no Member shall be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC or of any other Member.

2.09 No Right to Withdraw. No Member shall have any right to resign or withdraw from the LLC without the consent of the other Members or to receive any distribution or the repayment of its capital contribution except as provided in Section 7.04 and Articles III, VII and IX.

2.10 Rights to Information. Members shall have the right to receive upon request a copy of the Certificate and of this Agreement, as amended from time to time, and such other information regarding the LLC as is required by the Act, subject to reasonable conditions and standards established by the LLC, as permitted by the Act, which may include, without limitation, withholding or restrictions on the use of confidential information.

2.11 Compensation of Members. No Member shall be entitled to payment for services or other compensation for services rendered to the LLC in its capacity as a member. Nothing contained in this Section 2.12 shall be construed to preclude any Member from serving the LLC in any other capacity and receiving reasonable compensation for such services, as may be set forth in such written compensation or other agreements by, between and among such individual and the LLC.

### **ARTICLE III – MANAGEMENT**

3.01. Management of the LLC. The business and affairs of the LLC shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 3.02 and 3.05, the Managers shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of an in the name of the LLC, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the LLC, including without limitation the right and authority:

(a) to manage the business and affairs of the LLC and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as the Manager deem necessary or desirable and to delegate to such persons such of their duties and responsibilities as the Manager shall determine;

(b) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the LLC;

(c) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the LLC on a secured or unsecured basis, and to perform or cause to be performed all of the LLC's obligation in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness; and

(d) to make elections and prepare and file returns regarding any federal, state or local tax obligations of the LLC, and to designate one Manager to serve as the “partnership representative” as defined in Section 6223 of the Internal Revenue Code of 1986 as amended (the “Code”), as amended by the Bi-partisan Budget Act of 2015 (the “Partnership Representative”), as further described in Section 10.04 hereof;

provided, however, that in the case of borrowing funds on behalf of the LLC in excess of \$50,000.00, such action must be unanimously approved by the Voting Members, and all such other decisions and actions for and on behalf of the LLC must be approved by Managers holding a majority in Voting Membership Interest. Any decisions or actions for and on behalf of the LLC that were affected without the requisite approval shall be deemed null and void. Any Manager holding a majority in Voting Membership Interest may, acting without approval of the other Managers, enter into contracts, agreements and other undertakings and bind the LLC thereto, except as otherwise provided herein.

### 3.02 Number, Election, Appointment, and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of Members holding a majority of the outstanding Voting Membership Interests. The LLC shall initially have two Managers. ERIC CROMWELL and ALEXANDER WING are hereby appointed to serve as the initial Managers of the LLC.

(b) Managers shall be appointed, from time-to time by the affirmative vote of Members holding a majority of the outstanding Voting Membership Interests. Each Manager, including each of the initial Managers named in this Agreement, shall serve for a term ending at the next meeting of Members called for the purpose of electing Managers, or until the Manager’s earlier death, resignation or removal. Any subsequently appointed Manager shall be required (i) to have an aggregate interest of at least one (1%) percent in each material item of income, gain, loss, deduction or credit of the LLC and (ii) to maintain an aggregate Capital Account balance (as defined in Section 6.02 hereof), of not less than one (1%) percent of the total positive Capital Account balances of all Members.

(c) The names and addresses of the Managers shall be listed on Schedule A and said schedule shall be amended from time to time by the Manager to reflect the resignation or removal of a Manager or the appointment of new or additional Managers pursuant to this Agreement.

3.03 Reliance by Third Parties. Any person dealing with the LLC, the Managers or any Member may rely upon a certificate signed by the Managers as to (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the LLC; (iii) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (iv) any action taken or omitted by the LLC, the Managers or any Member.

3.04 Resignation and Removal. Any Manager may resign upon at least 180 days' advance written notice to the Members and the other Managers (if any) (unless notice is waived by them). A Manager may only be involuntarily terminated for a material breach of his duties and obligations hereunder or under any Compensation Agreement as referenced in Section 3.08 as determined by independent arbitrator as provided in Section 10.04. Prior to the filing of any arbitration process the Members alleging the Manager's violation of his duties, shall give such Manager written notice, at least 30 days in advance, setting forth the violation and affording the Manager an opportunity to cure said alleged violation. Any vacancy in the office of Manager may be filled by a unanimous vote of the remaining Members.

3.05 Meetings and Actions of Managers. Unless otherwise determined by the Managers, all action to be taken by the Managers of the LLC shall be taken by vote or written consent of a majority of the Managers then in office. There is no requirement that the Managers hold a meeting in order to take action on any matter. Meetings of the Managers may be called by any Manager. If no meeting of the Managers has been called to act on a matter, and action is taken on such matter without a meeting by less than all of the Managers, prompt notice thereof shall be given to any Manager who did not participate in taking such action. If action is to be taken at a meeting of the Managers, notice of the time, date and place of the meeting shall be given to each Manager by an officer or the Manager calling the meeting by personal delivery, telephone or fax sent to the business or home address of each Manager at least twenty four (24) hours in advance of the meeting, or by written notice mailed or e-mailed to each Manager at either such address at least seventy two (72) hours in advance of the meeting; however, no notice need to be given to a Manager who waives notice before or after the meeting, or who attends the meeting without protesting at or before its commencement the inadequacy of notice to him or her. Managers may attend a meeting in person or by proxy, and they may also participate in a meeting by means of conference telephone or similar communications equipment that permits all Managers present to hear each other. A chairman selected by the Managers shall preside at all meetings of the Managers. The chairman shall determine the order of business and the procedures to be followed at each meeting of the Managers.

3.06. Actions Requiring Approval of Members. Without the unanimous written approval of all Members, the LLC shall not, and shall not enter into any commitment to:

(a) Amend, modify or waive the Certificate of Organization or this Agreement; *provided* that the Managers may, without the consent of the Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Issue additional Membership Interests (whether Voting or Non-Voting) or admit additional Members to the LLC;

(c) Borrow money in excess of \$50,000.00, provided that this limitation does not restrict the taking of draws on credit facilities approved by the Members;

(d) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the LLC of any assets, other than sales of inventory in the ordinary course of business consistent with past practice; or

(e) Merge, consolidate, dissolve, wind-up or liquidate the LLC or initiate a bankruptcy proceeding involving the LLC.

3.07 Activities of Managers; Business Opportunities. Each Manager shall devote such time to the Business and affairs of the LLC as will be reasonably required, in his respective judgment, to discharge his obligations as Manager of the LLC. No Manager may, whether individually, as a partner, shareholder or lender, or in any other capacity whatsoever, engage in or otherwise compete with the Business of the LLC.

3.08 Compensation and Reimbursement of Managers; No Employment.

(a) The Managers shall not be compensated for their services as Managers, but the LLC shall reimburse the Managers for all ordinary, necessary and direct expenses incurred by the Managers in performance of their duties as Managers. Nothing contained in this Section 3.08 shall be construed to preclude any Manager from serving the LLC in any other capacity and receiving reasonable compensation for such services, as may be set forth in such written compensation or other agreements by, between and among such individual and the LLC.

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

3.09 Limitation of Liability of Managers. No Manager shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as Manager of the LLC. No Manager shall be personally liable to the LLC or to its Members for breach of any fiduciary or other duty that does not involve (i) a breach of the duty of loyalty to the LLC or its Members, (ii) acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Manager derived an improper personal benefit.

## **ARTICLE IV – INDEMNIFICATION**

4.01 Right to Indemnification. Except as limited by law and subject to the provisions of this Article, the LLC shall indemnify each of its Managers against all expenses incurred by them in connection with any proceeding in which a Manager is involved as a result of serving in such capacity, except that no indemnification shall be provided for a Manager regarding any matter as to which it shall be finally determined that said Manager did not act in good faith and in the reasonable

belief that his action was in the best interests of the LLC. Subject to the foregoing limitations, such indemnification may be provided by the LLC with respect to a proceeding in which it is claimed that a Manager received an improper personal benefit by reason of its position, regardless of whether the claim arises out of the Manager's service in such capacity, except for matters as to which it is finally determined that an improper personal benefit was received by the Manager.

4.02 Award of Indemnification. The determination of whether the LLC is authorized to indemnify a Manager hereunder and any award of indemnification shall be made in each instance (a) by a majority of the Managers who are not parties to the proceeding in question, (b) by independent legal counsel appointed by the Managers or the Members, or (c) by the holders of a majority of the Membership Interests of the Members who are not parties to the proceeding in questions. The LLC shall be obliged to pay indemnification applied for by a Manager unless there is an adverse determination (as provided above) within forty-five (45) days after the application. If indemnification is denied, the applicant may seek an independent determination of its right to indemnification by a court, and in such event, the LLC shall have the burden of proving that the applicant was ineligible for indemnification under this Article. Notwithstanding the foregoing, in the case of a proceeding by or in the right of the LLC in which a Manager is adjudged liable to the LLC, indemnification hereunder shall be provided to said Manager only upon a determination by a court having jurisdiction that in view of all the circumstances of the case, said Manager is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

4.03 Successful Defense. Notwithstanding any contrary provisions of this Article, if a Manager has been wholly successful on the merits in the defense of any proceeding in which it was involved by reason of its position as Manager or as a result of serving in such capacity (including termination of investigative or other proceedings without a finding of fault on the part of the Manager), the Manager shall be indemnified by the LLC against all expenses incurred by the Manager in connection therewith.

4.04 Advance Payments. Except as limited by law, expenses incurred by a Manager in defending any proceeding, including a proceeding by the LLC, shall be paid by the LLC to the Manager in advance of final disposition of the proceeding upon receipt of its written undertaking to repay such amount if the Manager is determined pursuant to this Article or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of the Manager to make repayment; provided, however, that no such advance payment of expenses shall be made if it is determined pursuant to Section 4.02 of this Article on the basis of the circumstances known at the time (without further investigation) that the Manager is ineligible for indemnification.

4.05 Definitions. For purposes of this Article:

"Manager" includes (i) a person serving as a Manager or an officer of the LLC or in a similar executive capacity appointed by the Managers and exercising rights and duties delegated by the Managers, (ii) a person serving at the request of the LLC as a director, Manager, officer,



employee or other agent of another organization, and (iii) any person who formerly served in any of the foregoing capacities;

“expenses” means all expenses, including attorneys’ fees and disbursements, actually and reasonably incurred in defense of a proceeding or in seeking indemnification under this Article, and except for proceedings by or in the right of the LLC or alleging that a Manager received an improper personal benefit, any judgments, awards, fines, penalties and reasonable amount paid in settlement of a proceeding; and

“proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative, and any claim which could be the subject of a proceeding.

4.06 Insurance. The LLC shall have power to purchase and maintain insurance on behalf of any Manager, officer, agent or employee against any liability or cost incurred by such person in any such capacity or arising out of its status as such, whether or not the LLC would have power to indemnify against such liability or cost.

4.07 Employee Benefit Plan. If the LLC or any Manager sponsors or undertakes any responsibility as a fiduciary with respect to any employee benefit plan, then for purposes of this Article (i) “Manager” shall be deemed to include said Manager or any officer of the LLC who serves at the request of the Managers in any capacity with respect to said plan, (ii) said Manager or officer shall not be deemed to have failed to act in good faith or in the reasonable belief that its action was in the best interests of the LLC if said Manager or officer acted in good faith and in the reasonable belief that its action was in the best interests of the participants or beneficiaries of said plan, and (iii) “expenses” shall be deemed to include any taxes or penalties imposed upon said Manager or officer with respect to said plan under applicable law.

4.08 Heirs and Personal Representatives. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of each Manager.

4.09 Non-Exclusivity. The provisions of this Article shall not be construed to limit the power of the LLC to indemnify its Managers, Members, officers, employees or agents to the full extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article.

4.10 Amendment. The provisions of this Article may be amended or repealed in accordance with Section 11.05; however, no amendment or repeal of such provisions that adversely affects the rights of a Manager under this Article with respect to its acts or omissions at any time prior to such amendment or repeal, shall apply to said Manager without his consent.

## **ARTICLE V - CONFLICTS OF INTEREST**

5.01 Transactions with Interested Persons. Unless entered into in bad faith or in violation of the terms of Article III, no contract or transaction between the LLC and one or more of its Managers or Members, or between the LLC and any other corporation, partnership, association or other organization in which one or more of its Managers or Members have a financial interest or are directors, partners, Managers or officers, shall be voidable solely for this reason or solely because said Manager or Member was present or participated in the authorization of such contract or transaction if:

(a) the material facts as to the relationship or interest of said Manager or Member and as to the contract or transaction were disclosed or known to the other Managers (if any) or Members and the contract or transaction was authorized by the disinterested Managers (if any) or Members; or

(b) the contract or transaction was fair to the LLC as of the time it was authorized, approved or ratified by the disinterested Managers (if any) or Members; and no Manager or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the LLC, any Manager or Member, or any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

## **ARTICLE VI - CAPITAL ACCOUNTS AND CONTRIBUTIONS**

### **6.01 Capital Contributions; Guarantees; Loans.**

(a) The Members shall have contributed as their initial Capital Contributions to the LLC property with a net value in the amount set forth on Schedule A.

(b) No Member shall be required to make any Capital Contributions in addition to those called for by Section 6.01(a). However, the Managers may request additional capital contributions from all Members in proportion to their Membership Interest, if the Managers determine that the LLC's capital is insufficient to meet the reasonable needs of its business. If any Member refuses or fails to make such a required contribution of additional capital, any other Member may lend any necessary additional sums to the LLC, or the Members may borrow such additional sums, and may pledge the LLC's assets to secure such loans. Any such loans to the LLC shall bear a reasonable rate of interest, as determined by the Managers but otherwise, no Member shall receive interest on their Membership Interest. Members refusing or failing to make additional capital contributions upon the request of the Managers may have their Membership Interest reduced accordingly. This provision is not for the benefit of any creditors of the LLC and no such creditors may obtain any right under this provision to make any claim with respect to the capital of or to contributions by any Member.

## 6.02 Capital Accounts.

(a) An individual capital account shall be maintained for each Member. Each such capital account of a Member shall consist of (i) the amount of money contributed by it to the LLC, (ii) the fair market value of property contributed by it to the LLC (net of liabilities secured by such contributed property that the LLC is considered to assume or take subject to under section 752 of the Code) and (iii) allocations to it of LLC income and gain (or items thereof); and decreased by (iv) the amount of money and fair market value of property distributed to it by the LLC (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under section 752 of the Code), (v) all allocations to it of expenditures of the LLC described in section 705(a)(2)(B) of the Code and (vi) allocations of LLC loss and deduction (or item thereof); subject to such other adjustments required by Treas. Reg. 1.704-1(b)(4) (or any corresponding successor provisions). In all events such capital accounts shall be maintained in accordance with the Treasury Regulations promulgated under section 704(b) of the Code.

(b) No interest shall be paid on any present or future capital account.

## ARTICLE VII - ALLOCATIONS AND DISTRIBUTIONS

7.01 Allocation of Profits and Losses. Except as provided in Section 7.05, and provided in Section 704(c) of the Code the profits and losses of the LLC for each fiscal year of the LLC shall be allocated among the Members in proportion to their respective Membership Interests.

7.02 Determination of Profits and Losses. The net profits or net losses of the LLC shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accounting principles and procedures applied in a consistent manner. An accounting shall be made for each fiscal year by the accountants employed by the LLC as soon as possible after the close of each such fiscal year, to determine the Members, respective shares of the profits or net losses of the LLC, which shall be credited or debited, as the case may be, to the Members' respective capital accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Members in the same portion in which they share profits and losses.

7.03 Cash Flow. Subject to Section 7.06, available cash in excess of the reasonably anticipated needs of the Business (including reserves) shall be distributed among the Members when and in such amounts as determined by the Managers in their sole discretion, but in no event shall such distributions be made less frequently than quarterly. After making all distributions required for a given fiscal year under Section 7.06, distributions determined to be made by the Managers pursuant to this section shall be paid in accordance with their respective Membership Interests and shall be made to each Member simultaneously.

7.04 Right to Distributions. No Member shall have the right to receive distributions of property from the LLC. No Member shall have the right to receive, and the Manager shall not have

the right to make, distributions to a Member which include a return of all or any part of its Capital Contribution, except to the extent of available cash distributions and LLC property available for distribution on dissolution of the LLC if any.

7.05 Minimum Gain and Qualified Income Offset. Notwithstanding anything to the contrary contained in this Article VII, the allocations of income or gain described in Treas. Reg. Sections 1.704(b)(2)(ii)(d) (last paragraph) and 1.704-2(f) shall be made in the circumstances described in such sections of such Treasury Regulations or any successor provisions thereto. This Section 7.05 is intended to constitute a qualified income offset provision and minimum gain charge back provision under such sections of such Treasury Regulations and shall be so interpreted for all purposes.

7.06 Distributions to Fund Taxes.

(a) Subject to any restrictions in the LLC's then applicable debt-financing arrangements, and subject to the determinations by the Managers to retain any other amount necessary to satisfy the LLC's obligations, there shall be distributed to each Member within five (5) business days before each date prescribed by the Code for a calendar-year limited liability corporation to pay quarterly installments of estimated tax, an amount at least equal to the 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 7.06(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"), then the LLC shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The LLC shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a fiscal year before the seventy-fifth day of the next succeeding fiscal year; provided, that if the LLC has made distributions other than pursuant to this Section 7.06, the Managers may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to Section 7.06 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 7.06, except to the extent taken into account as an advance pursuant to Section 7.06(d).

(d) Any distributions made pursuant to this Section 7.06 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 7.03 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 7.03.

7.07 Nonrecourse Deductions. Nonrecourse deductions shall be allocated among the Members in accordance with their Membership Interests.

7.08 Nonrecourse Liabilities. For purposes of determining the Members' respective shares of nonrecourse liabilities of the LLC under Treasury Regulations Section 1.752-3, each Member's "percentage interest in partnership profits" shall be its Membership Interest.

7.09 Member Nonrecourse Deductions. Member nonrecourse deductions (within the meaning of Treasury Regulations Section 1.704(i) (1) and (2)) shall be allocated as prescribed in Treasury Regulations Section 1.704-2(i) (1).

7.10 Restrictions on Distributions. The LLC shall not make any distribution to the Members unless, immediately after giving effect to such distribution, the LLC shall have sufficient cash available to meet the reasonably anticipated needs of the LLC, as such needs are determined in the sole discretion of the Manager.

## ARTICLE VIII - TRANSFER OF INTERESTS

8.01 Transfers of a Member's Interest-Restrictions of Sale. No Member or holder of an Economic Interest (as such term is defined in Section 8.04 below) shall sell, assign, pledge, mortgage or otherwise dispose of or transfer its Membership Interest or Economic Interest in the LLC, whether in whole or in part (collectively, "Transfer"), without the unanimous consent of the Members, which consent may be withheld for any or for no reason; provided that a Member may transfer its Membership Interest or Economic Interest to a trust or similar entity established solely for the benefit of such Member or holder of an Economic Interest, his or her spouse or descendants, so long as the Member or holder of the Economic Interest retains all rights to vote, control and dispose of such Membership Interest or Economic Interest.

### 8.02 Voluntary Transfers of LLC Interests.

(a) *Notice of Proposed Transfers.* Subject to subsection (e) below, a Member who desires to Transfer its Membership Interest in the LLC (other than Transfers permitted under Section 8.01) (the "Selling Member") shall give the LLC and the Members written notice of its desire stating (i) the Membership Interest to be transferred (the "Transfer Interest"), (ii) the name and business address (or residential address if such person does not have a business address) of the proposed transferee, (iii) the amount and form of consideration, if any, to be received on account of the Transfer, (iv) the date of the proposed Transfer, and (v) all other relevant terms and conditions of the Transfer (the "Voluntary Transfer Notice"). The death of a Member shall not be considered a Transfer for the purposes of this section.

(b) *Option of the LLC.* The LLC (or its Designee) may, but shall not be required to, purchase all of the Transfer Interest on the terms and conditions specified in the Voluntary Transfer Notice. To exercise its option, the LLC (on behalf of itself or on behalf of its Designee) must notify the Members, including the Selling Member, in writing within 30 days of its receipt of the Voluntary Transfer Notice.

(c) *Option of the Members.* If the LLC has not given written notice of its intention to purchase all of the Transfer Interest within the 30-day period described above, the Members (excluding for this purpose the Selling Member) may, but shall not be required to, purchase all of the Transfer Interest on the terms and conditions specified in the Voluntary Transfer Notice. To exercise their option, the purchasing Member(s) must give written notice to the LLC and the Members, including the Selling Member, and acquire such Transfer Interest within 30 days of the Members' receipt of the Voluntary Transfer Notice. Unless they agree otherwise, the remaining Transfer Interest shall be purchased proportionally by each purchasing Member based on the proportion that the Membership Interest then owned by such Member bears to the Membership Interest then owned by all of the purchasing Members.

(d) *Transfer Permitted if Options Lapse.* Notwithstanding anything in this Section 8.02 to the contrary, if the LLC and the Members have not given notice of their intention to purchase all of the Transfer Interest within the time periods set forth in this Section 8.02, and subject to the consent of the Members to the sale of the Transfer Interest to the proposed transferee under Section 8.01 above, the Selling Member may transfer, subject to Section 8.03, all of the Transfer Interest to the transferee named in the Voluntary Transfer Notice if (i) the terms and conditions of the sale are no more favorable to such transferee than those contained in the Voluntary Transfer Notice, (ii) the transferee agrees to become a party to this Agreement by executing a counterpart signature page to this Agreement and (iii) the transfer occurs within 90 days from the date of the Voluntary Transfer Notice.

8.03 Requirements for Transfer. Notwithstanding Section 8.01 and Section 8.02, no Transfer of a Membership Interest of a Member shall be permitted if it would, or would reasonably likely, in the reasonable judgment of the Members:

(a) result in the termination (within the meaning of Section 708(b) of the Code) of the LLC for federal income tax purposes;

(b) result in violation of the applicable securities laws of any jurisdiction;

(c) result in a violation of any law, rule, or regulation by the Member, any other Member, any Manager or the LLC;

(d) violate the terms of any credit agreement or other financing arrangement entered into of the LLC;

(e) cause the LLC to be deemed a "publicly traded partnership" as such term is defined in Section 7704(b) of the Code and Treasury Regulations thereunder.

8.04 Transfers of Economic Interest Only. In the event of any permitted transfer pursuant to Section 8.01, the transferee shall receive only the transferor's right to share in Profits and Losses of

and receive or accrue distributions from the Company pursuant to this Agreement, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in management of the Company or, except as required by the Act or applicable tax laws, to receive information concerning the Company ("Economic Interest"), and the transferee shall not be admitted as a Member or have any right as a result of such transfer to participate in the affairs of the LLC as a Member, unless such transferee is also admitted as a Substitute Member in accordance with Section 8.06.

8.05 Void Transfers. Any voluntary sale, transfer, assignment or encumbrance in violation of this Section 8 shall be void and ineffectual, and shall not operate to transfer any portion of any Membership Interest in the LLC to the purported transferee.

8.06 Admission of Substitute Members. An Assignee of Membership Interest of the LLC shall be admitted as a Substitute Member only with the consent of the Members. If so admitted, the Substitute Member shall have, with respect to the Membership Interest so assigned, all the rights and powers and shall be subject to all the restrictions and liabilities of that Member who assigned such Membership Interest had by virtue of such Member's ownership of the assigned Membership Interest. The admission of a Substitute Member shall not release any Member who assigned such Membership Interests from liability to the LLC that may have arisen prior to the transfer.

8.07 Rights of Assignees. Unless it is a Substitute Member, the assignee of any Membership Interest shall have no right to vote on, consent to, approve or participate in the determination of any matter, or to otherwise participate in the management of the business and affairs of the LLC or to become a Member. Unless it is a Substitute Member, the assignee is only entitled to receive distributions (including its return of capital) and to be allocated the Profits and Losses attributable to the Units transferred to the assignee.

8.08 Resignation or Withdrawal of a Member. Except as specifically provided in this Agreement, no Member shall have the right to resign or withdraw from membership in the LLC or withdraw its interest in the capital of the LLC.

8.09 Disassociation of a Member. The incapacity, death, bankruptcy or dissolution of a Member: (a) will cause such Member to become a Disassociated Member; and (b) will terminate the continued membership of such Member in the LLC. In the event any Member becomes a Disassociated Member, the Disassociated Member or its legal representative, successor or assign may request admission to the LLC as a Substitute Member pursuant to Section 8.06. If no request for Substitute Member status is made or granted pursuant to Section 8.06, the Disassociated Member or its legal representative, successor or assign shall thereafter have only those rights of an Assignee under this Agreement.

The remaining Members may elect, within 30 days of notice or actual knowledge of the event of dissociation, to purchase the Dissociated Member's Membership Interest on such terms and

conditions as the remaining Members and the Dissociated Member or the legal representative of the Dissociated Member may agree.

If the remaining Members and the Dissociated Member (or such legal representative) do not agree, the remaining Members shall have an option (to be exercised within 90 days after the event of dissociation, by giving notice to the Dissociated Member, or such legal representative) to purchase the Membership Interests for a cash purchase price reasonably determined by the LLC based on the value of the Capital Account of the Dissociated Member, as of the end of the calendar month preceding the event of dissociation, adjusted as if: (i) the LLC was valued at fair market value based on generally accepted business valuation methods, (ii) discounting for minority interest or the LLC's closely-held nature, if applicable, and (iii) any reasonable damages suffered by the LLC because of the dissociation or wrongful acts of a Dissociated Member were reduced to judgment and charged against the Dissociated Member's Capital Account (as adjusted, the "Repurchase Price").

If the Membership Interests of the Dissociated Member are not purchased by negotiated transaction or option exercise, the LLC shall pay the Dissociated Member the Repurchase Price for its Capital Account by retiring the Repurchase Price out of distributions that would have been allocable to the Dissociated Member but for the dissociation until the amount due by reason of the dissociation is paid in full.

From and after the effective date, the Dissociated Member is considered a creditor of the LLC (subject to the subordination provisions of Section 9.02) and all other statutory or contractual rights associated with the Dissociated Member's Membership Interest cease.

## **ARTICLE IX - DISSOLUTION, LIQUIDATION AND TERMINATION**

9.01 Dissolution. The LLC shall dissolve and its affairs shall be wound up only upon the written consent of all of the Members. The death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication of bankruptcy, or legal incapacity of a Member shall not dissolve or terminate the LLC unless the remaining Members so determine.

The Managers shall promptly notify the Members of the dissolution of the LLC.

9.02 Liquidation. Upon dissolution of the LLC, the Managers shall act as its liquidating trustee or the Managers may appoint one or more Managers or Members as liquidating trustee. The liquidating trustee shall proceed diligently to liquidate the LLC and wind up its affairs and shall dispose of the assets of the LLC as follows:

First, to the payment of all debts and liabilities of the LLC, including expenses of its liquidation;



Second, to the setting up of any reserves which the Managers or the liquidating trustee may deem necessary for any contingent or unforeseen liabilities or obligations of the LLC or of the Members arising out of or in connection with the LLC; and

Third, after making all applicable allocations to the Members' Capital Accounts as provided herein, to the Members in accordance with their Capital Accounts and to persons whose claims arise from a former Member's dissociation.

Until final distribution, the liquidating trustee may continue to operate the business and properties of the LLC with all of the power and authority of the Managers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustee shall cause an accounting by a firm of independent public accountants of the LLC's assets, liabilities, operations and liquidating distributions to be given to the Members.

9.03 Certificate of Cancellation. Upon completion of the distribution of LLC assets as provided herein, the LLC shall be terminated, and the Managers (or such other person or persons as the Act may require or permit) shall file a Certificate of Cancellation with the Secretary of State of Massachusetts under the Act, cancel any other filings made pursuant to Sections 1.01, 1.03 and 1.05, and take such other actions as may be necessary to terminate the existence of the LLC.

## **ARTICLE X - ACCOUNTING; TAX MATTERS**

10.01 Financial Statements. The LLC shall furnish to each Member the following reports:

(a) *Annual Financial Statements.* As soon as available, and in any event within 120 days after the end of each fiscal year, unaudited consolidated balance sheets of the LLC as at the end of each such Fiscal Year and unaudited 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 selected by the Managers, 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 LLC 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) *Monthly Financial Statements.* As soon as available, and in any event within 30 days after the end of each monthly accounting period in each fiscal quarter (other than the last month of the fiscal quarter), unaudited consolidated balance sheets of the LLC as at the end of each such monthly period and for the current fiscal year to date and unaudited consolidated statements of income, cash flows and Members' equity for each such monthly period and for the current fiscal year to date, 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).

10.02 Inspection Rights. Upon reasonable notice from a Member, the LLC shall afford such Member and its representatives access during normal business hours to (i) the LLC's offices; (ii) the corporate, financial and similar records, reports and documents of the LLC, including 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 Member and its representatives to examine such documents and make copies thereof or extracts therefrom; and (iii) any officers, senior employees and accountants of the LLC, and to afford each Member and its representatives the opportunity to discuss and advise on the affairs, finances and accounts of the LLC with such officers, senior employees and accountants (and the LLC hereby authorizes such employees and accountants to discuss with such Member and its representatives such affairs, finances and accounts); provided that (x) the requesting Member shall bear its own expenses and all reasonable expenses incurred by the LLC in connection with any inspection or examination requested by such Member pursuant to this Section 11.02 and (y) if the LLC provides or makes available any report or written analysis for any Member pursuant to this Section 10.02, it shall promptly provide or make available such report or analysis to or for the other Members.

10.03 Income Tax Status. It is the intent of this LLC and the Members that this LLC shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the LLC nor any Member shall make an election for the LLC to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

10.04 Partnership Representative.

(a) *Appointment.* The Members hereby appoint ERIC CROMWELL as the Partnership Representative as provided in Code Section 6223(a). The Partnership Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests. In the event of the removal of the Partnership Representative, Members holding a majority of the Membership Interests shall select a replacement Partnership Representative. If the removal of the Partnership Representative occurs prior to the effectiveness of the removal under applicable Treasury Regulations or other administrative guidance, the Partnership Representative that has been removed shall not take any actions in its capacity as Partnership Representative except as directed by the Managers.

(b) *Tax Examinations and Audits.* The Partnership Representative is authorized and required to represent the LLC (at the LLC's expense) in connection with all examinations of the LLC's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend LLC funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the LLC in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the LLC (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.

(c) *BBA Elections.* To the extent permitted by applicable law and regulations, the LLC will annually elect out of the partnership audit procedures enacted under Section 1101 of the BBA. For any year in which applicable law and regulations do not permit the LLC to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the LLC will elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) *Tax Returns and Tax Deficiencies.* Each Member agrees that such Member shall not treat any LLC item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the LLC's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the LLC, will be recoverable from such Member.

(e) *Income Tax Elections.* Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the LLC; provided, that the Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

10.05 Tax Returns. At the expense of the LLC, the Managers shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the LLC pursuant to the Code as well as all other required tax returns in each jurisdiction in which the LLC owns property or does business. As soon as reasonably possible after the end of each fiscal year, the Managers 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 LLC as may be necessary for the preparation of such person's federal, state and local income tax returns for such fiscal year.

10.06 LLC Funds. All funds of the LLC 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 LLC shall not be commingled with the funds of any other person. All withdrawals of such deposits or liquidations of such investments by the LLC shall be made exclusively upon the signature or signatures of such officer(s) as the Managers may designate.

## **ARTICLE X - GENERAL PROVISIONS**

11.01 Offset. Whenever the LLC is obligated to make a distribution or payment to any Member, any amounts that Member owes the LLC may be deducted from said distribution or payment by the Managers.

11.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (i) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (ii) upon delivery to the recipient in person or by courier, (iii) upon receipt of a facsimile transmission by the recipient or (iv) upon written confirmation of receipt of an electronic mail (e-mail) transmission. Such notices, requests and consents shall be given (x) to Members at their addresses on Schedule A, or such other address as a Member may specify by notice to the Managers or (y) to the LLC or the Managers at the address of the principal office of the LLC specified in Section 1.03. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

11.03 Entire Agreement. This Agreement constitutes the entire agreement of the Members and the Managers relating to the LLC and supersedes all prior contracts or agreements with respect to the LLC, whether oral or written.

11.04 Arbitration of Disputes. All disputes, differences, controversies and questions which shall arise either during the operation of this LLC or afterwards, including the full and completed dissolution and liquidation, concerning the matters set forth in this Agreement, for the construction or application of this Agreement, or any account, valuation, division or distribution of assets or option or purchase or concerning any liabilities created hereunder, or any act or omission of any Manager or Member, or any other matter in any way relating to the LLC's Business, or the rights, privileges, duties or liabilities of the Managers and/or Members, if not settled by negotiation, shall be settled by arbitration in Springfield, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association and conducted in accordance with its rules. The decision rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof.

The arbitrator shall instruct the non-prevailing party to pay all costs of the proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party. If the arbitrator determines that there is not a prevailing party, each party shall be instructed to bear its own costs and to share equally the fees and expenses of the arbitrator.

11.05 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument signed by a majority of the Managers and by Members holding a majority of the Membership Interests; provided, however, that (a) an amendment or modification reducing a Member's Membership Interest or changing adversely the rights of a Member with respect to distributions, allocations or voting, (other than to reflect the admission of new Members or changes otherwise provided by this Agreement) shall be effective only with that

Member's consent; (b) an amendment or modification to reflect the admission of a new Member purchasing an interest from the LLC may be approved by Members; (c) an amendment or modification to reflect the admission of a new Member who is an assignee of an existing Member, shall be subject to approval as provided in Section 2.06; (d) an amendment or modification increasing any liability of a Member to the LLC or its Managers or Members, or adversely affecting the limitation of the liability of a Member with respect to the LLC, shall be effective only with that Member's consent; (e) an amendment or modification reducing the required percentage of Membership Interests for any consent or vote in this Agreement shall be effective only with the consent or vote of Members having the percentage of Membership Interests theretofore required; and (f) an amendment of this section shall require the consent of a majority of the Managers and of Members holding two-thirds of the Membership Interests.

11.06 Binding Effect. Subject to the restrictions on transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

11.07 Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

11.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Managers.

11.09 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the LLC or for partition of the property of the LLC.

11.10 Notice to Members of Provisions of this Agreement.

(a) By executing this Agreement, each Member acknowledges that such Member has actual notice of (i) all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in Article VIII, and (ii) all of the provisions of the Certificate. Each Member hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

(b) By executing this Agreement, each Member further acknowledges that the LLC is engaging in the business of cultivation, manufacture and distribution of cannabis, which is a crime

under U.S. federal law. The Members agree that the LLC shall not be liable to them for any penalties imposed upon them by federal U.S. authorities in connection with engaging in cultivation, manufacture and distribution of cannabis. Member further release and waive any right to monetary recover in connection with any proceeding initiated by any state or federal agency, or the Member or any one on his/her behalf against the LLC in connection with engaging in cultivation, manufacture, and distribution of cannabis.

11.11 Third-Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or whom may have any claim against, the LLC or any of its Members or Managers, except for Members or Managers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the LLC or any Member or Manager.

11.12 Interpretation. For the purpose of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable. Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement as of the date first above written.

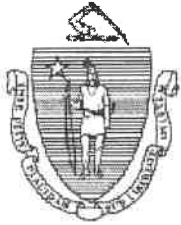
MEMBERS:

  
ERIC GROMWELL  
ALEXANDER WING

**SCHEDULE A  
TO  
OPERATING AGREEMENT  
OF  
WING WELL LLC**

**MEMBERS**

<b><u>NAME AND ADDRESSES OF MEMBERS</u></b>	<b><u>CAPITAL CONTRIBUTIONS</u></b>	<b><u>VOTING UNITS</u></b>	<b><u>NON- VOTING UNITS</u></b>	<b><u>TOTAL MEMBERSHIP INTEREST</u></b>	<b><u>MANAGER</u></b>
ERIC CROMWELL 214 Knollwood Rd. Longmeadow, MA 01106	\$ _____	50	0	50%	Yes
ALEXANDER WING 1 Bungalow Pt. Wilbraham, MA 01095	\$ _____	49	1	50%	Yes



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



320408535

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Wing Well LLC  
1111 ELM ST.  
STE 27  
WEST SPRINGFIELD, MA 01089

EAN: 22187496  
February 17, 2021

On the basis of information submitted regarding employment for Wing Well LLC, it has been determined that the business is **not subject** at this time to the provision of Section 8(a) of the Massachusetts Unemployment Insurance Law(MGL 151A). The requirements for liability under 8(a) include having a Massachusetts payroll of \$1500.00 or more in any calendar quarter and/or employing one or more individual on some day in any thirteen weeks in a calendar year. The business has been assigned Employer Account Number (EAN) 22187496 which should be used for all contact with this Agency.

Although determined non-subject, **the business is required under MGL 62E Section 2 to submit quarterly Employment and Wage Detail reports.** Please log in to the on-line employer account to review/update profile information and to complete quarterly Employment and Wage Detail reports.

If the business activity changes or meets the above subjectivity requirement(s) at a future date; please contact the employer liability staff at 617-626-5050 in order to update your liability as a new determination will be necessary.

Please do not hesitate to contact us if you require further assistance.



# **Business Plan Summary**

## **WingWell LLC**

### **Executive Summary**

WingWell LLC is a locally owned indoor Cannabis Cultivator and Manufacturer located in Thorndike Mill at 4145 Church St. Palmer, MA. It will serve the adult use population of Massachusetts by distributing its products to established adult use retailers throughout the state. WingWell LLC will offer a variety of products across its two operations, Cultivation and Manufacturing. Cultivation will allow us to sell dried and ground flower. Manufacturing will allow us to sell a large range of edible products, pre-rolled cannabis, concentrates, tinctures, and any products the market desires that are allowable by law.

WingWell LLC's executive team has a breadth of experience across management, finance, compliance, cannabis cultivation and manufacturing. WingWell LLC is a DBE with minority ownership and leadership. CEO Eric Cromwell owns and operates multiple restaurants across Massachusetts. With over 20 years of management and executive level leadership, Eric will be overseeing all operations of WingWell LLC. Eric is deeply familiar with compliance standards along with policies and programs that make sure that compliance is continual, not intermittent. COO "Sacha" Alexander Wing is a licensed Contractor in t Massachusetts. He has been involved in Cannabis Cultivation and Manufacturing for over 15 years. Overseeing multiple grows while operating a full time Contractor business; Sacha has garnered unique processes to maximize growth and quality while minimizing labor and waste. Director of Manufacturing Vanessa LaCroix has spent the last 10 years solely in the Cannabis Manufacturing arena. She is a trained baker and confectioner who has provided an essential service to those with Medical needs and Dietary restrictions. WingWell LLC's leadership has over 40 years of executive level business experience and 30 years of direct Cannabis Cultivation and Manufacturing experience.

We are disadvantaged/minority owners, Eric Cromwell is of Cape Verdean descent; Sacha Wing has been growing Cannabis in the black market for decades; Vanessa is of course female. I believe we fit the intent of the CCC better than most. We are all strong believers in the need to mainstream the black market so it can be safely regulated and properly taxed.

### **Business Description**

WingWell LLC is "From the community, For the community." This Company motto is seen through all areas of our organization: Instead of new construction we are rehabbing an abandoned mill, instead of relying on Fossil Fuels for energy we are using Hydro-Electric and Renewable Power, instead of hiring only the most paper qualified candidates we will work harder to ensure diversity. Talent is distributed evenly, opportunity is not. We will actively work to right that basic inequity.

WingWell LLC is collocated with an existing power plant operated by Thorndike Energy. This power plant has hydro-electric and other renewable power generation to which WingWell LLC has first right to. This colocation is crucial to our competitive advantage as Transmission/Delivery Costs will be near nil and peak pricing will not affect us. Accordingly, this will allow WingWell LLC to operate out of the gate 30% lower in utility costs. Utility costs in an indoor cultivation are the single greatest expense. The use of renewable energy allows us to brand ourselves a 100% renewable product, a feat yet to be accomplished in the MA Cannabis Industry. WingWell LLC, as seen in our Energy Narrative, is committed to renewable energy, we have plans to introduce Solar Panels, and water cooled HVAC. These and other initiatives will further drive down cost keeping WingWell LLC competitive and profitable in the most extreme market fluctuations.

WingWell LLC believes that the leverage within the industry falls with the supplier, as demand continues to outpace existing supply. As the supplier leverage wanes, WingWell LLC plans to vertically integrate a Retail Cannabis location to ensure long term profitability and price control. WingWell LLC will also be applying for the Social Equity Program and integrating Delivery upon approval. WingWell LLC also plans to design our Cultivation and Manufacturing facility in compliance with Federal and EU standards in order to be Day 1 ready for federal legalization.

### **Market Analysis**

WingWell LLC is primed to take advantage of the production pricing curve with intentions of vertically integrating retail in the future. When looking at comparable markets in California and Colorado etc. WingWell LLC has determined that the leverage will remain with producers until market saturation when leverage will return to the retail side. This window is between 6-8 years depending on the specific market. With that knowledge and WingWell's energy platform that reduces energy costs by 30%; not only are able to take advantage of pricing power from the outset, our longevity is greatly strengthened as our operating costs will be significantly below any competitors. Supplemented by our planned Solar and Water Cooling, WingWell LLC should be able to improve energy costs even further. With all three renewable sources in tandem, we have estimated a 50%-65% reduction in energy costs further ensuring market competitiveness in the future.

### **Organization and Management**

WingWell LLC is a MA based LLC. Eric Cromwell, the CEO, and majority holder will oversee all operations within the company. Eric's specializations are in business and compliance. Sacha Wing, the COO, will be in charge of process and quality control with both the Manufacturing and Cultivation operations. Sacha will be the day to day supervisor of the Cultivation operations. Vanessa LaCroix will be Director of Manufacturing and will be the day to day supervisor of Manufacturing operations and reports directly to the COO. Below the executive level, authority will be delegated to Shift Supervisors, followed by Team Leaders, followed by Team Members. As operational demands change, WingWell LLC will adjust/expand this structure to better suit its needs.

### **Marketing**

WingWell LLC's marketing will be simplistic but memorable. WingWell LLC is a firm believer that product quality and consistency is a product's main selling point. Marketing will be guided by all local and state laws. The addition of Delivery will expand our marketing from wholesale to include retail if granted.

### **Operational Plan**

WingWell LLC has already been approved for its Special Permit for Cultivation and Manufacturing in Palmer, MA at the Thorndike Mill location. We have completed our community outreach meeting and signed the HCA with the Palmer, MA. Upon approval from the CCC, WingWell LLC will be operational within 9-12 months. Upon full approval and inspection, Manufacturing will begin immediately. Cultivation will lag as the growth cycle will delay the first crop 3-6 months after operational approval.

## Plan for Obtaining Liability Insurance

### WingWell LLC

WingWell LLC attests that it will hold without lapse all mandated insurance under CMR 900.500 during its operation. This includes but is not limited to, Liability, Workers Comp, etc. The policy to be obtained will include general liability and product liability insurance coverage with no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5000 per occurrence.

## **Maintaining Financial Records**

### **WingWell LLC**

WingWell LLC will maintain all financial records using standard accounting practices. All financial and personnel records will be kept permanently and available for CCC's or relevant authority's review. WingWell LLC will also keep all records for two years after close of business at its sole expense.

Categories of Records to be kept:

- Legal and Tax Records
- Corporate records
- Cultivation
- Manufacturing
- Regulatory/Compliance
- Security/Maintenance
- Payroll/Personnel
- Insurance
- Accounting

Accounting records will include all assets and liabilities, monetary transactions, accounting journals (including all ledgers, supporting documents, agreements, checks, invoices, and vouchers), Sales records (including quantity, form, and cost), and Personnel Records (including wages, bonuses, and benefits). These records will be kept permanently and will be available to relevant authorities upon request.

# Quality Control and Contaminant Testing

## Overview

WingWell LLC will provide adult users of marijuana in Massachusetts with clean, safe and quality products. WingWell LLC will implement a comprehensive Sampling and Testing Policy to ensure that all our products meet or exceed the CCC requirements set forth in 935 CMR 500.160. WingWell LLC has entered into a relationship with MCR Labs to provide WingWell LLC with independent testing of all our products. No marijuana or marijuana product will be sold or marketed without being tested and deemed to comply with the standards set forth in 935CMR500.160. Using METRC, WingWell LLC will record and track its entire inventory and related test results in real-time.

## Media Testing Protocols

Growing media will be tested in accordance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published May 7, 2015. In addition to grow media testing and record keeping, WingWell LLC will document and maintain records of each cultivation batch including at a minimum, ambient conditions, watering and light regimens, and agricultural/hydroponic inputs. The methods of sampling will adhere to the following protocols and procedures:

## Sampling Protocol and Procedures

### 1. Pre-Sample Preparation Protocol

All sampling equipment and information must be collected prior to beginning sampling. This includes but is not limited to:

- Sample collection plan for each product type;
- Logbook or sample collection forms;
- Chain-of-custody forms (COCs);
- Disposable gloves;
- Decontaminated tool(s), such as a spatula, knife, sampling spear, or pipette;
- Stainless steel bowl and implement to homogenize the product (e.g., by stirring, chopping, or grinding);
- Clean, decontaminated surface for sample processing;
- Sample containers appropriate for the analyses required;

- Container labels penned with indelible ink;
- Supplies to thoroughly clean, decontaminated and dry sampling equipment between samples; and
- A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.

Furthermore, sample labels will be prepared and affixed to sample containers prior to sampling. The labels will include, batch and sample IDs, the date/time of collection, and the agent performing the sample collection. The agent will also create and log in METRC, a new entry for each sampling event. The documentation shall include date and start time, participating personnel, a general description of the product type, batch number sampled, a description of the sampling procedure used, and a record of similar batches that would potentially be impacted should the analysis results indicate unacceptable levels of contamination.

## **2. Sampling Protocols**

Samples from each production batch must be collected in ready-to-use condition. Ready-to-use is defined as, either ready for packaging or post-packaging for sale or ready to be used as an intermediate product/ingredient in producing other cannabis products.

- All tools used with the samples shall be stainless steel or other inert material and sterilized prior to use.
- Gloves will be worn to mitigate potential for contamination of samples.
- Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
- Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause cross contamination.
- If necessary, place the sample in the stainless-steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
- Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample.
- All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
- To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.

## Sample Homogeneity

All samples collected from each production batch must be a homogenous sample set. WingWell LLC employees tasked with sample collection must follow all the protocols and procedures set forth in WingWell LLC's Quality Control and Testing Narrative in addition to the product specific procedures that follow. Samples taken are to be representative of the entire production batch. Equipment used to ground and mix samples shall be selected in order to minimize the loss or leaching of resins of the product to ensure a true representative sample and shall be cleaned after and before each use. Collection tools will be sterilized and made of stainless steel or other inert material. When a production batch is able to be mixed thoroughly and considered homogenous, one sample will be taken. When a production batch cannot be homogenized or is of unknown homogeneity sub-samples will be taken in the following quantities.

- 3 sub-samples from production batches <1kg
- 5 sub-samples from production batches ≥1kg<5kg
- 10 sub-samples from production batches ≥5kg

### **1. Finished Flower & Friable Plant Material**

Samples will be collected after drying, curing and trimming of the buds (inflorescences) and be representative of the entire production batch in terms of maturity

Flower/bud samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). For Flower, MCR requires 4.1 grams as a minimum per sample and the number of samples will be dictated by the size of the production batch.

### **2. Cannabis Oil Concentrates**

WingWell LLC is not proposing to make and volatile extractions or oils at this point in time, but if in the future it does it will inform the CCC and develop testing procedures in-line with state requirements.

### **3. Resins & Concentrates**

Resin and Concentrate samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12).

If grinding is impracticable due to product consistency, it will be mixed as uniformly as possible, then sub-samples will be collected from the lower, middle and upper sections of the product mass. This



process will be repeated until enough material for sampling had been collected. If possible, the sub-samples will be composited into one sample. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). Melting shall not be used as a method of homogenization for Resins and Concentrates. For Resins and Concentrates, MCR requires 3.5 grams as a minimum per sample.

#### **4. MIPs**

MIP samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12).

If grinding is impracticable due to product consistency, it will be mixed as uniformly as possible, then sub-samples will be collected from the lower, middle and upper sections of the product mass. This process will be repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). For MIPs and Infused products MCR requires 4.0 grams as a minimum per sample and the number of samples will be dictated by the size of the production batch

### **Quality Control**

For every 20 samples collected, one duplicate sample will be collected for quality control purposes. The control sample must be collected on the same day/time, in the same manner, and taken from the same production batch. The control sample will not be identified to the independent lab but will be used by WingWell LLC to determine variances in sampling and/or analysis procedures. Quality control samples and results will be documented in the CCC test result tracking sheet.

### **Required Tests**

Marijuana and MIPs will be tested for the Cannabinoid Profile, mold, mildew, heavy metals, plant growth regulators and the presence of pesticides. WingWell LLC will test in accordance with *Exhibit 2 Contaminants of Concern and Testing Requirements for Medical Marijuana Products* revised December 1 2017. Testing may be implemented as offered by the testing laboratory and when deemed necessary or beneficial by WingWell LLC or as required by the commission. In addition, when testing flower or other friable products, the four metals listed below must test below the upper limits for the respective product and intended use.

**Analysis Requirements and Recommended Limits  
for Metals in Finished Medical Marijuana Products**

	All Uses Upper Limit (µg/kg)	Ingestion Only Upper Limit (µg/kg)
Arsenic (Inorganic)	200	1,500
Cadmium	200	500
Lead	500	1,000
Mercury (total)	100	1,500

## Result Response

If any products fail to meet the acceptable limits of contaminants established by the DPH and the CCC, and cannot be remediated, WingWell LLC will directly notify the CCC within 72 hours of receipt of the results. MCR must notify the Commission separately and directly of the findings. In that notification, WingWell LLC will also inform the CCC of its plan of action for both the destruction of production batch of in accordance with 935CMR500(12) and an assessment of the source of contamination.

## General Testing & Quality Control Policies

WingWell LLC will maintain all test results for a minimum of one year. Products that have a testing date in excess of one year will be deemed expired and won't be sold, dispensed, transferred or otherwise conveyed until retested. Seeds sold will not be held to the same testing procedures within this document, but clones will follow them except the testing for heavy metals. The samples to be tested will adhere to WingWell LLC's written procedures regarding storage, transportation and security protocols.

WingWell LLC will only use Testing Facilities that maintain a good standing with the Commonwealth and the Cannabis Control Commission; in doing so they will follow all requirements set forth in 935CMR500. The lab must also adhere to section 500.105(11) regarding storage of marijuana and section 500.105(12) regarding waste disposal of excess marijuana or by returning it to WingWell LLC using approved transportation methods.

No marijuana or marijuana product will be sold or marketed without being tested and deemed to comply with the standards set forth in 935CMR500.160. Single servings of all products produced by WingWell LLC listed in our Products to be Manufactured table, which fall under Edible Marijuana Product, 935CMR500.150(4)(a), but not limited to such, shall have a potency variance of no greater than +/- 10%.

In the event that a product fails to meet or exceed the provisions of 935CMR500.160 and WingWell LLC elects to get that product retested prior to remediation will be submitted to an entirely independent Testing Facility, separate from the initial Laboratory that failed the product. If WingWell LLC elects to remediate the failed product it, we may use the original lab again.

## Additional Requested Information

WingWell LLC will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below and in following with its Cultivation Policies and Procedures:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3)

All WingWell LLC agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty in the WingWell Facility, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. 935 CMR 500.105(3)

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands as required in 935 CMR 500.105(3).

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations in accordance with 935 CMR 500.105(3). Refer to WingWell LLC's Architectural Packet for square footages.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests in accordance with 935 CMR 500.105(12). 935 CMR 500.105(3) and WingWell LLC's Waste Disposal Policy and Procedures.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately

kept clean and in good repair in accordance with 935 CMR 500.105(3). The finishes of the Facility are as follows and further details can be found in WingWell LLC's Architectural Packet. All finishes will be constructed in accordance to the Massachusetts adopted ICC building codes and Mass building Code amendments as applicable.

Floors: to be continuous epoxy flooring

Walls: in growing areas to be FDA certified PVC coated aluminum cooler panels and all other production and handling areas to be FRP clad

Ceiling: in growing areas to be FDA certified PVC coated aluminum cooler panels and all other production and handling areas are to be PVC coated, draft sealed drop ceiling tiles unless otherwise noted in the Architectural Packet due to security requirements

All contact surfaces in The Facility, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination in accordance with 935 CMR 500.105(3).

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana in accordance with 935 CMR 500.105(3). Further details of storage areas and square footages can be found in the Architectural Packet.

Water supply shall be sufficient for necessary operations in accordance with 935 CMR 500.105(3)

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment in accordance with 935 CMR 500.105(3)

The establishment shall provide its employees with adequate, readily accessible toilet facilities in accordance with 935 CMR 500.105(3) and the current adopted building regulations of Massachusetts.

## **Qualifications and Training**

### **WingWell LLC**

The following is a list and explanation of key positions within the WingWell cultivation and manufacturing facility. Descriptions of each position include details of Personnel Duties and Responsibilities, Authority, and Qualifications of each position.

1. CEO
2. COO
3. Cultivation Director
4. Manufacturing Director
5. Cultivation Systems Supervisor
6. Cultivation Supervisor
7. Manufacturing Supervisor
8. Cultivation Specialist
9. Manufacturing Specialist

### **Hierarchy**

WingWell LLC's CEO will be in charge of all administrative and operational decisions across the entire business. The COO reports directly to the CEO and will be in charge of all Operational decisions across Manufacturing and Cultivation. The Cultivation and Manufacturing Directors report directly to the COO, and oversees all day to day operations within their respective areas. The Cultivation Systems Supervisor will report to the Cultivation Director, and oversees all system/engineering controls for Cultivation. Cultivation and Manufacturing Supervisors report to the respective Director and are responsible for all shift responsibilities. Cultivation and Manufacturing Specialist report to the respective supervisors and will be the main labor force.

### **Training**

All WingWell LLC employees will receive hands-on one on one training with their supervisor. This training will be a minimum of 16 hours and will cover all responsibilities of the position, all safety and regulatory requirements, and company policy and procedures. Performance evaluations will be conducted annually or more often if appropriate. Continuing feedback from supervisors will be given to ensure all employees always understand what is expected and how to improve their work.

### **Disciplinary Action**

All employees will be subject to the WingWell LLC handbook and will be held responsible for all state, local, and company rules and regulations governing their actions and behavior. Disciplinary action will be taken if any policy or procedure is broken, and depending on severity, will be immediately reported to the relevant authorities.

### **Additional Requested Information**

WingWell LLC's list of anticipated positions and their qualifications in accordance with 935 CMR 500.105 are as follows:

- **CEO** – Eric Cromwell – 20+ years of experience running a highly regulated business with 500+ employees, H/R management, regulatory compliance, budget management, policy implementation, company direction and growth, contract negotiation, ServSafe Proctor.
- **COO** – Alexander (Sacha) Wing –15+ years business management, code/statute compliance, employee management, dispute resolution, professional licensing, thorough building design/construction/equipment operation knowledge and experience, long term goal implementation, 15+ years' experience and extensive knowledge of marijuana cultivation at commercial scale, 15+ years marijuana product production experience,
- **Cultivation Director** – Alexander (Sacha) Wing - Employee management, dispute resolution, thorough building design/construction/equipment operation knowledge and experience, 15+ years experience and extensive knowledge of marijuana cultivation at commercial scale
- **Manufacturing Director** – Vanessa LaCroix – Associate Degree in Food Science and Business Management, bulk food production, 10 years in marijuana product production/development and sales, Cannabis caretaker for significantly disabled peoples, supply/inventory control and ordering, employee management, ServSafe Certified.
- **Security/Front of Hosue** – 5+ years security experience, Intermediate Computer skills,
- **Cultivation Systems Supervisor** – thorough cultivation equipment operation knowledge and experience, 10+ years experience and extensive knowledge of marijuana cultivation at commercial scale, employee management experience
- **Cultivation Supervisor** – team leadership skills/ employee supervision, cannabis cultivation and processing experience

- **Manufacturing Supervisor** – team leadership skills/ employee supervision, cannabis production experience, strong math skills, basic chemistry understanding
- **Building Operations Specialist**– Organizational skills, building and equipment understanding/maintenance
- **Cultivation Specialist** — Good work ethic, positive attitude
- **Manufacturing Specialist** — Good work ethic, positive attitude
- **Administrative Assistant** — Intermediate Computer skills, Solid Microsoft Office Skills, Administrative experience.

WingWell LLC will ensure that employees are trained on job specific duties prior to performing job functions in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)

WingWell LLC will ensure that all owners, managers, and employees shall complete the Responsible Vendor Program as provided by the CCC in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that all new employees complete the Responsible Vendor Program within 90 days of being hired in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that the Responsible Vendor Program documentation will be retained for a minimum of four (4) years in accordance with 935 CMR 500.105(2)



## **Record Keeping Procedures**

### **WingWell LLC**

WingWell LLC will maintain digital and/or paper records that document all aspects of WingWell LLC operations. All records will meet or exceed all statutory requirements and satisfy any contractual (HCA, etc.) requirements. All paper records will be digitized when possible and all digital records will reside on a server within WingWell LLC facility and be backed-up daily to an encrypted cloud server to limit any record loss. All computers with access to the record's server will be virus protected, firewalled, and IP controlled. The records server will be collocated with the security system server, which under law, has limited and documented access by only approved and documented individuals. If closure were to occur, all records will be kept for their full statutorily required period at the sole cost of WingWell LLC.

Categories of Records to be kept:

- Legal and Tax Records
- Corporate records
- Cultivation
- Manufacturing
- Regulatory/Compliance
- Security/Maintenance
- Payroll/Personnel
- Insurance
- Accounting

### **Inventory Record Keeping**

WingWell LLC will maintain all inventory records in compliance with local and state statutes. WingWell LLC intends to use the Metrc system for all Cannabis product inventory as recommended by the CCC. The Metrc system is broad in its tracking capabilities covering all seed to sale movement across our proposed Manufacturing and Cultivation businesses. Inventory will be tracked daily with Metrc and WingWell LLC will also conduct monthly full inventory reconciliations, identifying any miscounts or system failures. WingWell LLC may do an inventory audit at any time in reaction to complaints or suspected issues. Records of these audits will be kept with Metrc records in accordance with CCC guidelines. Any inventory discrepancies, investigation notes, date of when audit occurs, and all individuals involved in the audit will be detailed.

WingWell LLC will also record, maintain, and enforce all recalls. These records will include: items recalled, amount, names of supervisors overseeing recall, cause of recall, and any pertinent information pertaining to the recall, lab testing etc. Recall records will be kept permanently in accordance with CCC guidelines.

## **Manufacturing Record Keeping**

WingWell LLC will use the Metrc system to track all inventory transactions within our manufacturing process. WingWell LLC will also maintain Manufacturing Batch Logs (MBLs) for all batches of Manufactured Cannabis products. Product Integrity Logs (PILs) will also be used to measure any product inconsistencies caused by pests/molds or any maladies. All pesticide treatments to cure said maladies will be documented within the Manufacturing Integrity Logs. These logs will be kept permanently.

Manufacturing Batch Logs will contain detailed notes on all aspects of the manufacturing process including but not limited to:

- Type and Source of the Cannabis Additive, in house/purchased, Oil/Hash/Wax
- Strength of Cannabis Additive
- Assigned Batch #
- Date of Manufacture
- Type of Product
- Ingredient Quality Assessment – Any pest or contaminate observation mandates use of PILs
- Any deviations from prescribed recipes
- Any issues or notes from manufacturing process
- Final Product Assessment – Any pest or contaminate observation mandates use of PILs
- Packaging source and type
- Date manufacturing of product is complete
- All Cannabis Lab results
- All staff involved in batch manufacturing
- Any other details WingWell LLC desires to track
- Staff signatures on all Log entries

Product Integrity Logs will include detail notes on all maladies and pesticides observed or used during the Manufacturing process including but not limited to:

- Type and Source of the Cannabis Additive, in house/purchased, Oil/Hash/Wax
- Strength of Cannabis Additive
- Assigned Batch #
- Dates and descriptions of any Maladies observed – pests, mold, mildew, and any contaminates.
- Dates and descriptions of any unknown product decay or damage
- Date and time of any pesticide applications
- Location that will receive pesticide applications
- Name of any pesticides used
- Name of all applicators
- Amount of any pesticide used
- EPA registration # of all pesticides
- Any re-entry intervals if necessary

Product Integrity Logs will be completed immediately after any pesticide application. MSDS for all used pesticides and chemicals will be on site available for all. These records will be kept for five years and will be openly available to the appropriate regulatory authorities.

### **Cultivation Record Keeping**

WingWell LLC will use the Metrc system to track all inventory transactions within our cultivation process. WingWell LLC will also maintain Cultivation Batch Logs (CBLs) for all cultivated cannabis. Product Integrity Logs (PILs) will be used to measure pest/mold or any maladies. All pesticide treatments to cure said maladies will be documented within the Product Integrity Logs. These logs will be kept permanently.

Cultivation Batch Logs will include detailed notes on all aspects of the Cultivation process including but not limited to:

- Strain and lineage
- Assigned Batch #
- Date of initial planting
- Date of stage maturation, seedling, sapling, mature plant.
- Nutrient load and type, with any changes noted
- Growth statistics at each stage: Height, width, canopy shape, leaf color, stalk health etc.
- Condition of grow media at each stage, with any changes noted
- Any notes on maladies – Any findings will mandatory spill over into our Product Integrity Logs
- Air quality/temp readings
- Water quality and temp readings
- All Cannabis Lab results
- Any other details WingWell LLC desires to track
- Staff signatures on all Log entries

Product Integrity Logs will include detail notes on all maladies and pesticides observed or used during the Cultivation process including but not limited to:

- Strain and Lineage
- Assigned Batch #
- Dates and descriptions of any Maladies observed – pests, mold, mildew, and any contaminates.
- Dates and descriptions of any unknown plant decay or damage
- Date and time of any pesticide applications
- Location and Plants that will receive pesticide applications
- Name of any pesticides used
- Name of all applicators
- Amount of any pesticide used
- EPA registration # of all pesticides
- Any re-entry intervals if necessary

Product Integrity Logs will be completed immediately after any pesticide application. MSDS for all used pesticides and chemicals will be on site available for all employees. These records will be kept for five years and will be openly available to the appropriate regulatory authorities.

### **Equipment**

WingWell LLC will perform limited weekly equipment inspections, a more detailed audit will be performed monthly. Maintenance and Repair Logs will be completed and filed with each inspection. These logs will include but are not limited to:

- Date of Inspection
- Reason for inspection
- Safety/Hazard Assessment
- Scheduled Maintenance List, provided by equipment manufacturers
- Completed/Incomplete Scheduled Maintenance items
- List of Parts and Service needed
- Date of Service completion
- Signature of auditor

Maintenance and Repair Logs will be kept in accordance with CCC guidelines.

### **Software & Systems**

WingWell LLC will ensure all security systems and software are updated as necessary. A Monthly Security Audit is required to ensure software and system integrity. These records will be permanently kept and be available to appropriate authorities upon request.

### **Visitor Record Keeping**

All visitors will be required to sign in at arrival and sign out at departure. Visitors will be issued a visitor badge with a unique identifying number and be personally escorted at all times in the facility by approved WingWell LLC staff. These logs will include records of their license, reason for visit, arrival time, areas within facility visited, departure time, issued badge number, and any details or notes made by the escort. These records will be maintained for four years, and openly available to the CCC and our governing municipality.

### **Waste Records**

WingWell LLC will maintain records of all wasted Cannabis and Cannabis products. Detailed in our Waste Narrative, WingWell LLC will track all wasted items at the time of disposal, recording the following information: Product being wasted, quantity, date of waste, cause of waste, manner in which waste was disposed, relevant measurement metric(grams, lbs, fluid ounces, product dependent) of

waste, and employees signatures asserting all aforementioned information is verified correct. Waste Records will be kept permanently.

### **Additional Requested Information**

WingWell LLC will keep all waste records for at least three years in compliance with 935 CMR 500.105(12).

WingWell LLC will maintain our records in accordance with generally accepted accounting principles in accordance with 935 CMR 500.105(9).

WingWell LLC will maintain written operating procedures as required by 935 CMR 500.105(1), and 935 CMR 500.105 (9)

WingWell LLC will maintain the following personnel records:

- Job Description of each agent;
- Personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
- Personnel policies and procedures;
- All background reports obtained in accordance with 935 CMR 500.030 and 935 CMR 500.105(9)

WingWell LLC will maintain the following business records:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts
- Sales records
- Salary and wages paid to each employee in accordance with 935 CMR 500.105(9)

# Safety Plan

## WingWell LLC

WingWell LLC will ensure that all products that are manufactured, received, and sold by WingWell LLC will be in accordance with the sanitary practices listed in 105 CMR 590.000. As a functioning commercial kitchen, food safety will be the top priority of all trained WingWell LLC employees. Eric Cromwell our CEO is a ServSafe Instructor/Proctor and will train all manufacturing employees to ServSafe Manager level. Records will be kept on site and with the local Health Department. The following is a categorical breakdown of product flow through the facility and the basis of the HACCP plan for WingWell LLC.

**Product Ordering** – Food Safety begins with WingWell LLC ordering from only reputable suppliers with strictly enforced Food Safety Standards of their own.

**Product Receiving** – All Products received by WingWell LLC will be temperature checked, if applicable, inspected for damage or time/temperature abuse, and inspected for signs of pests. If any inspection fails any standard the item will be refused or returned. All products received will be dated on date of receipt and marked with a clear expiration date if applicable.

**Product Storage** – All products will be stored in proper locations with proper floor and wall clearances in accordance with 105 CMR 590.500. WingWell LLC will maintain all refrigerators and freezers between 34-40 deg F and below 10 deg F respectively, at all times. Any product found out of appropriate temperature or time will be discarded and the cause investigated and remedied. All foods will be stored in original container or in food grade bins with clear labels as to contents.

**Product Preparation** – All cooked foods will be checked for temperature and marked with an expiration date. All foods will be cooked to the standards in 105 CMR 590.000. All surfaces used for preparation will be cleaned and sanitized. All utensils and cooking equipment will also be cleaned and sanitized.

**Product Packaging** – All food packaging will occur in clean and sanitized areas. All used packaging will be food grade.

Product Transportation – Finished products will be delivered to market by WingWell LLC agents or a hired transportation firm. All products will be transported in a vehicle designed for food transportation and capable of maintaining critical temperatures throughout transportation if applicable.

Facility Standards – All areas in which food products are stored or manufactured will meet the cleaning and sanitary standards set in 105 CMR 590.000. Handwashing stations will be installed in the receiving area and at all food preparation areas and bathrooms. Walls, floors, and ceilings will be designed for food service. Proper hoods and ventilation, along with all fire suppression and safety equipment will be installed and maintained at all times.

Sanitary Standards – All employees will be required to maintain sanitary standards in accordance with 105 CMR 590.500. Uniforms will be provided to employees and a linen service will be retained to ensure uniform cleanliness. Hair past shoulder length will be restrained. All employees will be required to wash their hands before handling any food/packaging items. Handwashing procedures will be posted and available at all handwashing stations. Vinyl and/or Poly gloves in various sizes will be available for all employees and located at all handwashing stations.

WingWell LLC will not limit itself to the above plan and will maintain the aforementioned at minimum.

## **Staffing Plan and Recordkeeping**

Personnel records for WingWell, LLC shall include job descriptions for each employee and volunteer position, as well as charts consistent with the job descriptions.

A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of individual's affiliation with the Company and shall include, at minimum, the following:

1. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
2. 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;
3. Documentation of periodic performance evaluations;
4. A record of any disciplinary action taken;
5. Notice of completed responsible vendor and eight-hour related duty training.

## **Confidentiality Policy**

Unauthorized access to or dissemination of Company records containing trade secrets, confidential information, client records, customer records, or agent personally identifiable information is prohibited and will result in immediate termination and may result in legal action. The only exception is for communications containing personal information such as your wages, benefits, or other terms or conditions of employment that are protected by the law.

Confidential information is defined as any Company proprietary information, technical data, inventions, intellectual property, trade secrets or know-how, including but not limited to: Customer identities, research and product development information, product plans, products and services, the names, job titles, and telephone numbers of the principle contact(s) of each Customer, Customer lists or other documents containing identity information, pricing, margins, sales allowances, discounts and pricing policies, invoices, marketing and product information, sales data for any agent, product, or Customer, credit policies and information, including payment records, information on Customer preferences, financial information of the Company or its Customers, the terms and formats of the Company's contracts and agreements with customers, information relating to the Company's method of operation, processes, strategies and techniques, information relating to agents of the Company, including but not limited to agents' identities. Information shall be deemed as confidential whether it is reduced to writing or not.

## **Smoking Policy**

Smoking is not allowed in any building on Company property, this includes e-cigarettes, vaping (juuling), and smokeless tobacco. Smoking is allowed only on the agent's own time outside. Agents must not smoke in any outside area that has the effect of smoke circulating or making its way into the business facility in any way such as through the ventilation system, windows, or doors.



## **Drug Free Workplace**

WingWell LLC enforces a drug and alcohol free work place.

### ***Illegal Drugs and Narcotics***

The use, sale, possession, or transfer of illegal drugs, controlled substances, or narcotics during work hours or at the work place is against Company policy. Agents are not allowed to use or to be under the influence of illegal drugs, controlled substances, or narcotics during work hours, at the work place, or anywhere on Company property. This includes marijuana and any products, edibles, salves, tinctures or other products containing THC.

### ***Legal Drugs***

Abuse of prescription or nonprescription over-the-counter drugs during work hours or at the work place is against Company policy. An agent's use of prescription or nonprescription over-the-counter drugs during work hours or at the work place that endangers the agent or others is prohibited. For safety reasons, agents who are taking controlled substances that could affect an agent's ability to perform the essential functions or their job, are required to notify their supervisor before they begin work.

### ***Alcohol***

The use of alcohol during work hours or at the work place is against Company policy.

The use, sale, possession, or transfer of alcoholic beverages at the work place is against Company policy. The only exception is for Company approved alcohol consumption at Company sponsored events.

Agents are not allowed to be under the influence of alcohol during work hours, at the work place, or anywhere on Company property.

### ***Drug and/or Alcohol Testing***

The Company reserves the right to require any agent to undergo drug and/or alcohol testing when in its sole judgment there is reason to believe that the agent has violated any aspect of this Drug Free Workplace policy.

### ***Policy Violations***

Agents who violate any aspect of this policy are subject to unpaid disciplinary suspensions and/or other disciplinary measures up to and including termination.

## **Unsafe Practices and Immediately Terminable Offenses**

### ***Diverted Marijuana***

Agents who have diverted marijuana shall be immediately terminated and reported to Law Enforcement Authorities and to the Commission.

### ***Unsafe Practices***

Agents who engage in unsafe practices with regard to the operation of the Company shall be terminated immediately and reported to the Commission.

### ***Distribution to a Minor***

Agents who have been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction shall face immediate termination.

# Policies and Procedures Energy Efficiency

## Energy Efficiency Overview

Energy efficiency and a carbon free future are key priorities for WingWell LLC. Since the marijuana indoor cultivation industry is highly energy intensive, WingWell LLC has put significant analysis into the potential options to reduce its carbon footprint and increase its energy efficiency. WingWell LLC's development plans incorporate energy saving systems that are both required by building code 780CMR, Adult Use Regulations 935CMR500 and some plans that far exceed mandatory minimums. Leveraging the existing infrastructure of our proposed site, WingWell LLC has the opportunity to be a leader in the state of Massachusetts with regards to energy efficiency. By utilizing the existing Hydro-Electric plant and actively planning more renewable improvements and upgrades; WingWell LLC is dedicated to energy efficiency. Some of these improvements will be implemented for commencement of operations, and some will be phased in as financing and permitting allows. Within five years WingWell LLC will feasibly have reduced its energy load enough, that in conjunction with aggregate onsite renewable energy and carbon free energy, WingWell LLC will be a net-zero indoor cultivation and manufacturing facility.

## Non-Contact Once-Through Cooling Water

A very promising option to reduce the cooling energy demand of the cultivation and industrial development is once-through non-contact cooling water. The owner of the mill building (Thorndike Energy), that WingWell LLC has a lease agreement with, are also the owners of the water rights for the Ware River in Thorndike, MA (at the development location). This, in conjunction with the existing mill infrastructure, makes the potential for once-through non-contact cooling technically feasible. Thorndike Energy owners are energy engineers and have completed initial estimates indicating that the use of once-through non-contact cooling would reduce the energy demand in excess of 30%. This method of cooling is not being incorporated to the initial build out partly because of increased cost (estimated 50% more than traditional/efficient traditional HVAC), but more because of permitting requirements such as EPA 316a. It is understood that permitting activities can take up to several years in addition to the many associated engineering costs. WingWell LLC continues to investigate the financial feasibility and permitting requirements for once-through non-contact cooling.

## Closed Loop Heat Exchange (Geothermal Energy Storage)

Thorndike Energy, the owners of the development site, are currently working with MassDEP to reuse underground storage tanks for geothermal energy storage. Thorndike Energy has committed to installing this heat exchange within the WingWell LLC development area to shave thermal peaks/valleys from WingWell's HVAC loads. The final schedule for system installation is still being developed by Thorndike Energy; however, it is generally assumed that installation will likely be in 2020 and available to WingWell LLC upon final licensing from the CCC.

## Existing Hydroelectric

The location that WingWell LLC is developing has existing on-site hydroelectric generation which has been operating since the turn of the last century. Onsite carbon-free energy is another point in which WingWell LLC will be a leader in the Massachusetts Cannabis industry. The existing hydropower can generate a peak of approximately 800 kW. The average annual energy generation varies by year depending on the availability of river flows. In addition, the generation is seasonal. WingWell will be utilizing all hydropower generation to the extent feasible (as generation aligns with demand). It is estimated that this carbon free energy source will provide up to 50% of WingWell's annual energy demand depending on generation resources and river flows.

Additionally, Thorndike Energy is working with the Massachusetts Clean Energy Center to evaluate the development of a microgrid based on the existing hydropower generation. Microgrid projects are very complex and are currently in the early stages at Thorndike Mill. However, there is a potential that the Thorndike Mill can be converted to an independent microgrid in the future, providing carbon free generation even in times when there are grid outages (as compared to fossil fuel back-up generators).

## Roof Mount Solar

WingWell LLC intends to install roof mount solar array within five years. WingWell LLC is not pursuing this at the moment due to the initial costs. However, when the building is gutted and rebuilt the entire roof system will be remove down to the trusses. WingWell LLC has determined with an engineering company that the existing trusses will be able to hold a rooftop mounted solar array. The new purlins, structure, and decking will be engineered to accommodate this load at an increased cost. A conceptual drawing of the rooftop solar plan is provided at the end of this document.

## Energy Efficiency Strategy

Aside from the energy efficiency equipment and carbon free energy considerations, standard operating procedures will be developed to increase the energy efficiency of day-to-day operations. These will include energy reduction strategies to reduce electric demand through programs such as lighting schedules, active load management and energy storage. Features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility.

## Energy Audit

WingWell LLC will work with National Grid and the Mass Save Program to complete an energy audit to identify if there are any additional means or measures to improve energy efficiency beyond what was laid out above.

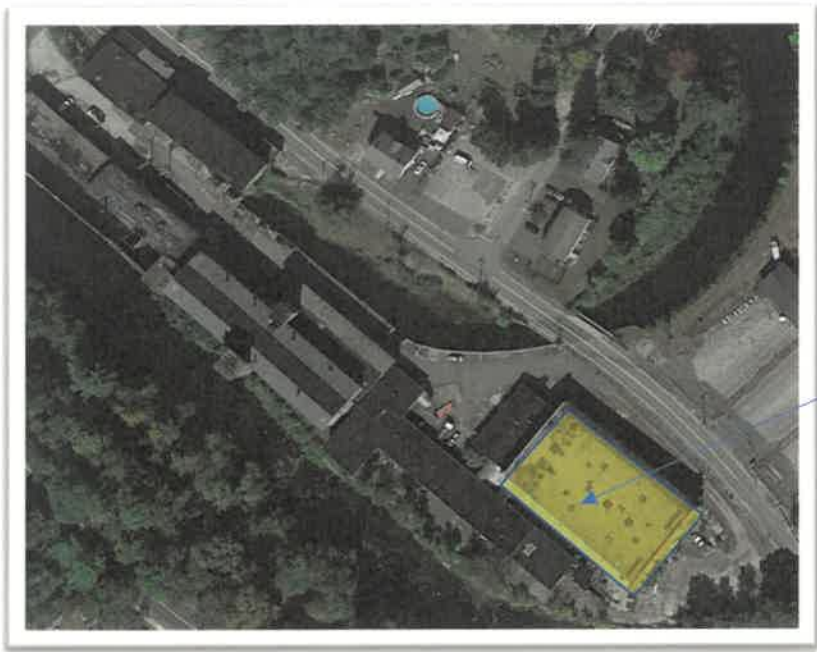
## Potential Energy Use Reduction Measures

In accordance with 935 CMR 500.105(15) WingWell LLC will adopt standard operating procedures to increase the energy efficiency features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility and natural lighting from windows will be utilized in areas wherever possible. Work and utility lighting will be high efficiency LED lighting installed during building construction in order to further reduce energy use. As part of WingWell's operating policies, employees will be required to turn lights off in areas of the building that are not being used.

## Opportunities for Renewable Energy Generation

In accordance with 935 CMR 500.105(15) WingWell LLC has identified rooftop solar array as a possibility for renewable energy generation. The new roof structure has been designed by a structural engineering company to accommodate a solar array. WingWell LLC intends to install roof mount solar array within five years however WingWell LLC is not pursuing this now due to the initial costs. The

following is a building plan that shows where renewable (solar) energy generation can be placed.



Solar array here

#### Strategies to reduce electric demand

In accordance with 935 CMR 500.105(15) WingWell LLC will include energy reduction strategies to reduce electric demand through programs such as lighting schedules, active load management and energy storage. Features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility. WingWell LLC will use LED high efficiency grow lighting throughout the facility for cultivation. Flowering areas of the cultivation facility will be set over a 24hr period in order to reduce peak electric demand.

WingWell LLC will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, §21, by working with National Grid and the Mass Save Program to complete an energy audit to identify if there are any additional means or measures to improve energy efficiency beyond what was laid out above.

## Restricting Access to Age 21 and Under

WingWell LLC, as described in the security narrative, will have multiple layers to prevent access to our facility by persons under the age of 21. Our first layer of prevention is the fence. During main working hours, 8am-6pm, the fence gate will be open for employees and deliveries only. Outside of working hours the fence gate will be closed. While the gate is open, the only access an individual has to the building is into the Secure Lobby. Access to the building from that point will require two point verification, both keycard and passcode. Visitors will have the ability to be buzzed into the building, only after ID and purpose are identified and approved by management/security staff. All visitors will be assigned an individual escort and will remain under escort for the entirety of their visit. Anyone found under the age of 21 will be denied access. All other doors, save the main entrance, are one way fire/security doors that will be inaccessible to the public. WingWell LLC will not hire any individuals under the age of 21.

# **Diversity Plan**

## **WingWell LLC**

WingWell LLC, with its 100% diverse/disadvantaged leadership, has made Diversity a core principle. Our hiring practices, supplier/vendor selection, and our internal Shared Venture Program will reflect that principle. "Talent is distributed evenly. Opportunity is not." WingWell LLC understands this reality and will have active policies to right this basic inequity. We have attended the SOC Diversity Webinar and are on track to get DBE status when we become active. During the entirety of operations we will be measuring and adjusting our Diversity policies to ensure that we do not just have a plan but that the plan will accomplish its intended goals.

### **Hiring**

WingWell LLC will take diversity into account with every hire. We believe an important aspect of the CCC is not only regulating and taxing Cannabis black market, but also giving the people who work in that black market the opportunity to fold back into society. WingWell LLC management understands the nature of this business and the necessity of regulating it. WingWell LLC will hire within all CCC guidelines and will focus on hiring, people of color, particularly Black, African American, Hispanic, Latinx, Indigenous People, women, LGBTQ+, people with disabilities, veterans, and any other group that needs better representation or is undeserved in our society. WingWell LLC will actively monitor its diversity initiatives. Our minimum requirements are to hire and maintain no less than 50% of staff as minority/disadvantaged. Additional training, accommodations, programs, etc. will be borne by WingWell LLC as a cost of diversification. We will give the opportunities and we will nurture the talent with understanding and patience. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding applicants or suppliers.

WingWell LLC will be advertising these high paying jobs monthly both within our locality of Palmer through The Journal and the surrounding areas by publishing in The Republican and Worcester Herald; and state that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the establishment. Though we initially thought distance may be a factor, our offered compensation will be high enough to negate the possible increased travel costs of our employees.

WingWell LLC's hiring goals for are as follows:

50% Female

50% Minority

25% Veteran

10% LGBTQ+

10% Disabled Persons

This will be tracked and updated with every hire. We will also keep and maintain hiring advertisement records and gauge their effectiveness. WingWell LLC will adjust any and all of its



Diversity Policies if any of our metrics are not meeting their goals. In the event WingWell LLC is not able to reach these goals, WingWell LLC will also continue to advertise a monthly basis or more to reach the aforementioned goals.

WingWell LLC understands that documentation and proof of success of the diversity plan will be required for each license renewal.

WingWell LLC will work with groups or certain institutions serving or helping the listed diverse populations. If a donation is made a letter from the organization will be uploaded.

WingWell LLC acknowledges and will adhere to the following:

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

WingWell Diversity Committee - WingWell LLC will also create and maintain a cross-functional, diversity focused committee that will frequently gather and evaluate feedback for accountability. The objective of this committee will be to actively monitor and respond to any diversity related training, hiring, communications and objectives set forth by WingWell LLC. The committee will meet monthly at minimum and more often if needed. The committee will review workforce utilization reports, employee feedback, morale, engagement, and turnover. The Diversity Committee will then recommend solutions or acknowledge success to WingWell LLC leadership for immediate implementation.

### **Suppliers/Vendors**

WingWell LLC will take diversity into account with all vendor and supplier selections. We have begun the DBE process with the OSD and will use their network as initial guidance in identifying diversity within the available supply chain. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding diverse applicants or suppliers.