



June Monthly Public Meeting

Remote Via Teams

Packet 16 of 17

From: [Ginger Abraham-Freel](#) on behalf of [Ginger Abraham-Freel <gabrahamfreel@commonwealthaltcare.org>](mailto:gabrahamfreel@commonwealthaltcare.org)
To: [Beyea, Patrick \(CNB\)](#)
Cc: [Paul McStowe](#); [John Costa](#)
Subject: URGENT RMD785-R CAC - METRC Testing Ticket # 298889 continued
Date: Friday, July 19, 2019 12:02:13 PM
Attachments: [image001.jpg](#)
[538 S18-12431 10mg Sour Raspberry Gummies- 10pk- EXT-MCR-10mgERMONTsourraspberrygummy073118 \(Serving Sz. 3\)-ERM-GUMMIES-2-073118.PDF](#)
[3313 Report S18-12432 10mg Sour Raspberry Gummies- 10pk- EXT-MCR-10mgCACsourraspberrygummy073118 \(Serving Sz. 3.0 g\) - CAN1703138A-GUMMIES-1-073118 \(1\).pdf](#)
[867 Report S18-16088 Sour Diesel Cold Press Oil- EXT-MCR-ERM-CO2RUNS75+80-SD-091718-6164 \(1\).PDF](#)
[3314 S18-12301 10mg Sour Raspberry Gummies- EXT-MCR-10mgERMONTsourraspberrygummy072618 \(serving- 3.0 g\)-GUMMIES-1-072618.PDF](#)
[sent to CCC 07 18 19 - Retail - 07 18 19 - Retail.pdf](#)
[sent to CCC 07 18 19 - Retail.xlsx](#)
[3342 Report S18-14452 Distillate EXT-MCR-DIST-ECH-082418-ECH17042460202 complete.pdf](#)

Hi Patrick,

We have some products that are expiring before the end of the month, there are five (5) items that we would like to sell this weekend if possible, we are requesting and expedited review if at all possible.

Commonwealth Alternative Care would like to request a review of the attached test results for product.

A spreadsheet entitled, "sent to CCC" is attached with this email along with test reports.

Please refer to the file number listed on the spreadsheet, which is the prefix of the file number for each corresponding report for each METRC tag to assist with the review.

Please let me know if you have any questions.

Kind regards,

Ginger

--

Ginger Abraham-Freel | Chief Compliance Officer

Commonwealth Alternative Care, Inc.

30 Mozzone Boulevard | Taunton, MA 02780 | Mobile: 781.248.8180

gabrahamfreel@commonwealthaltcare.org | www.commonwealthaltcare.org



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To: [Beyea, Patrick \(CNB\)](#)
Cc: [John Costa](#); [Paul McStowe](#)
Subject: URGENT (wholesale) RMD785-P CAC - METRC Testing Ticket #298936 continued
Date: Thursday, July 25, 2019 10:52:58 AM
Attachments: [image001.jpg](#)
[324_Report S19-07616 Peppermint Kush Indica Shatter- 19-00548-E-BHO-SH-PMK-IND-013019 \(1\).PDF](#)
[3021_Report S19-15524 Wax-BHO-WAX-WC6-190416.PDF](#)
[384_Report S18-25040 Wax- EXT-MCR-BHO-WAX-MS8-122618-11-26-18 HAR A MS8 F8 YELLOW.PDF](#)
[395_Report S19-12585 1000mg Wax- G13 Haze-11-21-18 HAR G13 F4.PDF](#)
[3022_Report S19-15031 Shatter-BHO-SH-G13-190513 complete.pdf](#)
[3030_Report S19-13773 Shatter-BHO-SH-GSCFC-190405.PDF](#)
[3042_Report S19-17036 Live Crystals-BHO-PEC-013119 complete.pdf](#)
[3029_Report S19-17028 Shatter-BHO-SH-WC6-190426 complete.pdf](#)
[3076_Report S19-17394 Wax-BHO-WAX-SGS-190528 complete.pdf](#)
[3077_Report S19-17393 Bulk Live Resin-BHO-LR-VIK-190515 complete.pdf](#)
[sent to CCC 07_24_19 - Production - 07_24_19 - Production.pdf](#)
[sent to CCC 07_24_19 - Production.xlsx](#)
[3078_Report S19-17391 Bulk Live Resin-BHO-LR-SGS-190514 complete.pdf](#)

Hi Patrick,

We have concentrates that we can sell as wholesale this week.

Some of these items were previously submitted.

A new spreadsheet and the test results have been attached to this email to help expedite the process.

Please refer to the file number listed on the spreadsheet, which is the prefix of the file number for each corresponding report for each METRC tag to assist with the review.

Please let me know if you have any questions.

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To: [Beyea, Patrick \(CNB\)](#)
Cc: [Paul McStowe](#); [John Costa](#)
Subject: URGENT (wholesale) RMD785-P CAC - METRC Testing Ticket #298936 continued
Date: Tuesday, July 23, 2019 11:54:13 AM
Attachments: [image001.jpg](#)
[520_Report S18-14934 Gelato #41 x Dosidos-UPCMTESLOE000005.PDF](#)
[522_COM1_20181010_GV180905H_TS_COM0005.pdf](#)
[523_Report S18-14936 King_s Stash-UPCMTESGIH000001.PDF](#)
[520_Report S18-15603 Gelato #41 x Dosidos-UPCMTESLOE000005.PDF](#)
[523_Report S18-15605 King_s Stash-UPCMTESGIH000001.PDF](#)
[525_COM1_20181010_PW180809H_TS_COM0008.pdf](#)
[524_COM3_20181023_PW181002H_TS_COM00026.pdf](#)
[526_COM3_20181023_RB181003H_TS_COM00027.pdf](#)
[528_COM2_20181016_SB180919H_TS_COM00016.pdf](#)
[527_COM2_20181016_SS180822H_TS_COM00014.pdf](#)
[529_Report S18-16006 Sugar Biscuits-sb180905h.PDF](#)
[630_MFM4_20181105_DUFL-H-4-B-2_TS_MFM00039.pdf](#)
[546_Mayflower Lightsaber B-7 test results.pdf](#)
[631_COM3_20181023_22D181002H_TS_COM00020.pdf](#)
[632_Report S18-13254 Dosidos #22-UPCMTESKXT000001.PDF](#)
[635_COM1_20181010_22D180905H_TS_COM0002.pdf](#)
[637_COM1_20181010_33G180723H_TS_COM0004.pdf](#)
[638_COM3_20181023_MD181003H_TS_COM00025.pdf](#)
[sent to CCC 07_23_19 - Vault CC Flower - CCC 07_23_19 - Vault CC Flower.pdf](#)
[sent to CCC 07_23_19 - Vault CC Flower.xlsx](#)

Hi Patrick,

We have some bulk flower, which is expiring soon, that we can sell as wholesale this week. It would be great if we could sell it before we have to spend the \$\$ to re-test.

These items were originally submitted on 6/25.

A new spreadsheet and the test results have been attached to this email to help expedite the process.

Please refer to the file number listed on the spreadsheet, which is the prefix of the file number for each corresponding report for each METRC tag to assist with the review.

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Addendum to the Memorandum of Investigation

Case #: INV-2020-0000001031

To: Yaw Gyebi, Jr., Chief of Investigations and Enforcement
Cc: Nomxolisi Khumalo, Director of Investigations
Kyle Potvin, Director of Licensing
Rebecca Lopez, Acting Enforcement Counsel
Andrew Carter, Associate Enforcement Counsel
From: Eduardo Guardiola, Investigations Manager
Date: March 30, 2021
Subject: TILT Holdings / Sea Hunter Therapeutics, Commonwealth Alternative Care – Release documentation for Verdant Medical, Inc and Ermont, Inc. and Tilt relationship with Teneo Capital Management and Robert Leidy

I. Background

a. Purpose of Addendum

II. Document Submission and Communications from Tilt Holdings / Commonwealth Alternative Care (“Tilt”)

a. February 19, 2021

i. Conference with Enforcement Staff and Representatives from Tilt.

b. February 23, 2021 – Document submission

i. Cover Letter

ii. Ermont, Inc. (“Ermont”) Documents

- 1. Assignor’s Member’s Certificate [Executed]*
- 2. Assignee’s Manager’s Certificate [Executed]*
- 3. Teneo Capital Management, LLC & Teneo Funds SPVi LLC*
- 4. Good Bye Letter [Executed]*
- 5. Ermont – Tilt – Bill of Sale [Executed]*
- 6. Tilt – Ermont Assignment Agreement [Executed]*
- 7. Tilt – Ermont Assignment – AR Assignment [AR Assignment]*

iii. Verdant Medical Inc. (“Verdant”) Documents

- 1. Tilt – Verdant – Lien Release*
- 2. Tilt – Verdant – Release from Guaranty*

c. March 10, 2021

i. Request For Information sent to Gary Santo of Tilt

d. March 12, 2021

i. Request for Information document submission by Tilt

- 1. Supporting Documents of Robert Leidy’s (“Leidy”), of Teneo Capital Management & Teneo Funds SPVi LLC, relationship with Tilt.*



2. *Supporting Documents of Leidy, et al current equity or investments in Tilt.*
3. *Copy of the wire transfer for the sale of Ermont's debt.*
4. *Termination and Waiver of Covenants between Cultivo, LLC and Ermont.*

III. Conclusion

I. Background

a. Purpose of Addendum

This Addendum serves to reconcile two (2) issues. First, the ultimate termination of the relationship between Tilt and Ermont and Verdant and second, the current relationship between Tilt and Leidy and the companies that he is the manager of, namely Teneo Capital Management (“TCM”) and Teneo Funds SPV1 LLC (“Teneo”).

II. Document Submission from Tilt Holdings / Commonwealth Alternative Care (“Tilt”)

a. February 19, 2021

i. Conference with Enforcement Staff and Representatives from Tilt.

On February 19, 2021, a conference took place between Enforcement Staff from the Cannabis Control Commission (“ES”) and representatives from Tilt. ES present were Chief of Investigations and Enforcement Yaw Gyebi, Jr. and Associate Enforcement Counsel Andrew Carter. Tilt representatives were Adam Fine, outside counsel from Vicente Sederberg, Mark Higgins, inside counsel for Tilt, Roger Donahue, Lobbyist for Tilt and Gary Santo, President of Tilt (collectively “Tilt Staff”).

During the conference, Tilt Staff stated to ES that they have come to terms with a debt collector to buy Ermont’s debt. Tilt will no longer have an on-going relationship with Ermont.

Tilt Staff told ES that the board had forgiven Verdant’s debt completely.

Tilt Staff said they would provide documentation regarding these statements.

b. February 23, 2021 – Document submission

On February 23, 2021, Tilt Staff submitted a cover letter and pertinent documents discussed at the February 19, 2021 conference to demonstrate the termination of relationships with Ermont and Verdant.

i. Cover Letter¹

President of Tilt, Gary Santo (“Santo”), sent a cover letter to explain that they have successfully sold Ermont’s Loan and Security Agreement to a third-party. As part of the sale, Tilt has included the accounts receivable due to Commonwealth Alternative Care, Inc.

Santo added that the board voted to no longer pursue the debt collection from Verdant.

¹ Exhibit A – Cover Letter from Tilt – 2.22.21

Santo included attachments to the cover letter to support the termination of the relationships.

ii. *Ermont Documents*

1. Assignor's Member's Certificate [Executed]²

As part of the document submission, Tilt provided an Assignor's Member's Certificate explaining that Santo, acting as the President and Sole Member of Sea Hunter Therapeutics and subsidiaries, has the power to contract with a third-party creditor who will be purchasing Ermont's debt. The third-party vendor is named as Teneo Funds SPVi LLC, a Delaware limited liability company. The document was signed by Santo.

Attached to this Certificate is the Assignment Agreement by and between SH Finance Company, LLC and Teneo Fund SPVi LLC³ (*see section II(b)(ii)(6) of this addendum*).

2. Assignee's Manager's Certificate [Executed]⁴

As part of the document submission, Tilt provided an Assignee's Manager's Certificate explaining that Teneo Capital Management, LLC ("TCM") is the duly elected, acting and qualified Manager of Teneo Funds SPVi LLC ("Teneo"). The document further explained that TCM is authorized to enter into the Assignment Agreement on behalf of Teneo to purchase Ermont's debt. The document was signed by TCM's manager, Robert Leidy ("Leidy").

3. Teneo Capital Management, LLC & Teneo Funds SPVi LLC

TCM is a Delaware limited liability company and registered as a foreign limited liability company in Florida⁵. The company was created in December 2019 and is headquartered in West Palm Beach, FL. The registered agent for TCM is Leidy.

According to LinkedIn, TCM is a specialist asset manager offering both public and private investment solutions across the Cannabis industry. TCM manages Teneo which is a vehicle for investment funds. Leidy is the founding partner of TCM. Prior to founding TCM, Leidy was a co-founder and senior vice president for business development for Tilt. Leidy was also a managing partner for Sea Hunter Therapeutics, a subsidiary of Tilt.

4. Good Bye Letter⁶

As part of the document submission, Tilt provided a letter that was sent by Santo to Ermont. This letter indicates that Tilt will no longer hold the debt as stated in the July 1, 2018 Loan and Security Agreement ("LSA"). The obligations and all of Tilt's other rights, title, and interest under the LSA will be transferred to Teneo. This will include all other finance agreements.

² Exhibit B – Assignor's Member's Certificate – 2.22.21

³ See Exhibit G – Assignment Agreement of Ermont's debt – 2.22.21

⁴ Exhibit C – Assignee's Manager's Certificate – 2.22.21

⁵ Exhibit D – FL Sec. of State foreign limited liability authorization – 12.9.19

⁶ Exhibit E – Good Bye Letter from Tilt to Ermont – 2.22.21

*5. Ermont – Tilt – Bill of Sale [Executed]*⁷

As part of the document submission, Tilt provided a bill of sale indicating that per the Assignment Agreement, Tilt will be selling, assigning, transferring, and conveying all the respective rights, title and interest of Ermont to Teneo. This document was signed by Santo.

*6. Tilt – Ermont Assignment Agreement*⁸

As part of the document submission, Tilt provided the Assignment Agreement between Tilt, the Assignor, and Teneo, the Assignee. This Assignment Agreement outlines the details of the transfer of Ermont's debt from Tilt to Teneo Funds.

Tilt and Teneo agree to sell, transfer, and assign rights, title, interests, claims and obligations under the LSA. In addition to selling Ermont's debt, Tilt will also be selling any Accounts Receivable ("AR") from Commonwealth Alternative Care ("CAC") to Ermont. The AR is the debt accrued, plus interest, by Ermont for the product that was supplied by CAC.

On the closing date, February 22, 2021, Teneo Funds will pay Tilt, via wire transfer, \$1.25 million for all Ermont's debt. At this time, as noted in "Annex 1" of the Assignment Agreement, Ermont owed Tilt \$13,139,799.94 in Principle plus an additional \$7,937,748.60 in Interest. The total amount of money that Ermont owed Tilt was \$21,077,548.54.

Article 1: "Assignment and Assumption" outlines provisions in which Tilt will be paid by Teneo in addition to the \$1.25 million that is agreed upon. Section 1.4 "Payment of Purchase Price" states that Teneo will pay the \$1.25 million on the "closing date" and if Ermont is liquidated to pay the debt, then the result will be as follows pursuant to the "Liquidation Proceeds Waterfall."

If a liquidation occurs, then Teneo Funds will keep up to the closing payment amount of \$1.25 million. If the liquidation passes that threshold, then the money will be allocated back to Tilt for "Rent Reimbursement" and "Claim Payments." Currently, SH Realty, a subsidiary of Tilt, leases the property where Ermont operates. Tilt will be paying the lease for the months of March, April and May of 2021. The Claim Payments will fall under any attorney fees that Tilt has accrued in connection with any lawsuits, arbitrations, or litigation made or brought by Ermont, excluding, any fees incurred in connection with any regulatory matters. After these payouts, Teneo would then receive the "Settlement Amount," which is the money that Teneo would pay to Ermont's management team as part of any settlement agreement in relation to the liquidation of up to \$250,000.

Article 1.4 (c)(iv) further describes what would happen if Ermont is liquidated and the proceeds have already paid out the Rent Reimbursement, Claims Payments and the Settlement Amount. If all three (3) have been paid, Tilt will receive forty percent (40%) of whatever is left in the liquidation proceeds. If Teneo were to assume control via foreclosure, receivership sale, or something similar ("Asset Acquisition"), then no liquidation proceeds will be paid to Tilt. If Teneo Funds acquires control via Asset Acquisition AND no sale, assignment or transfer of the

⁷ Exhibit F – Ermont – Tilt - Bill of Sale – 2.22.21

⁸ Exhibit G – Assignment Agreement of Ermont's debt – 2.22.21

LSA has occurred, then Tilt would receive \$4 million on the fifth anniversary of the Commission's approval date.

*7. Tilt – Ermont Assignment – AR Assignment [AR Assignment]*⁹

As part of the document submission, Tilt provided an AR assignment. This assignment details the assignment and acceptance of the Accounts Receivable that Tilt possesses over Ermont. The Accounts Receivable include all the debt incurred by Ermont from the marijuana and marijuana product that CAC has provided to Ermont. This document is signed by Santo of CAC and Leidy of Teneo.

iii. Verdant Documents

*1. Tilt – Verdant - Lien Release*¹⁰

As part of the document submission, Tilt provided a copy of the UCC – 3 Form which is terminated. This form is a Massachusetts Secretary of the Commonwealth official form which indicates that Tilt has officially and formally released Verdant of the debt owed.

*2. Tilt – Verdant – Release from Guaranty*¹¹

As part of the document submission, Tilt provided a Release of Guaranty for Verdant. This document explains that Tilt outright “releases and forever discharges” the obligations that Verdant had under the LSA dated September 19, 2017. Tilt ultimately is forgiving any monies owed by Verdant.

c. March 10, 2021

i. Request for Information sent to Gary Santo of Tilt¹²

On March 10, 2021, ES sent a Request for Information (“RFI”) to President of Tilt, Santo. The request was sent to clarify information sent in the February 22, 2021 document submission. The request included documents that would demonstrate the relationship between Leidy and his management company, Teneo Management Company, LLC and Teneo Funds SPVi LLC and Tilt and its subsidiaries. The RFI included a request for a copy of the wire transfer indicating the sale of Ermont's debt from Tilt to Teneo. Also included in the request was the most current and operational management agreement between Cultivo LLC, a subsidiary of Tilt, and Ermont.

d. March 12, 2021

i. Request for Information document submission (“RFI response documents”)

⁹ Exhibit H - Accounts Receivable Assignment – 2.22.21

¹⁰ Exhibit I - Verdant Lien Release – 2.23.21

¹¹ Exhibit J - Verdant Release of Guaranty – 2.22.21

¹² Exhibit K - Request for Information to Tilt – 3.10.21

1. *Supporting Documents of Robert Leidy’s of Teneo Capital Management LLC & Teneo Funds SPVi LLC, relationship with Tilt.*

As part of the RFI response documents, Tilt provided a copy of Leidy’s separation agreement.¹³ This agreement is between Tilt and its subsidiaries and Leidy. The agreement describes that Leidy had an issue regarding unpaid wages and backpay. As a result of Leidy’s claim, Tilt and Leidy agreed to terminate employment. As part of the employee termination, Leidy was awarded backpay and approximately 2.35 million common shares in Tilt.

This agreement was signed by Leidy and the Tilt interim CEO at the time, Mark Scatterday.

2. *Supporting Documents of Leidy, et al current equity or investments in Tilt.*

As part of the RFI response documents, Tilt provided the most current “Direct Registration – Transaction Statement.”¹⁴ This March 10, 2021 document states that Leidy has a minimal amount of shares in Tilt. According to the explanation provided by Attorney Adam Fine in his cover letter, the 165,901 shares of common stock of Tilt represents .045334 percent of the outstanding shares of the Company.

3. *Copy of the Wire transfer for the sale of Ermont’s debt.*

As part of the RFI response documents, Tilt provided a copy of their operating account demonstrating the completed wire transfer for Ermont’s debt.¹⁵ The document shows that the wire transfer was completed by Burns & Levinson LLP to Tilt on February 22, 2021 for the amount of \$1.25 million.

4. *Termination and waiver of Covenants between Cultivo, LLC and Ermont.*

As part of the RFI response documents, Tilt provided a copy of the “Notice of termination and waiver of covenants.”¹⁶ The document describes the termination of covenants found in the 2018 Loan and Security Agreement related to Cultivo, as the management company, between SH Finance Company, LLC, a subsidiary of Tilt and Ermont. The document was dated August 21, 2020 and signed by former Tilt CEO, Tim Conder.

IV. Conclusion

After the review of the documents submitted on February 23, 2021 and March 12, 2021, ES concludes the following:

Tilt Holdings Inc. and Ermont, Inc.

¹³ Exhibit L - Robert Leidy separation agreement – 9.30.19

¹⁴ Exhibit M – Direct Registration – Transaction Statement for Robert Leidy – 3.10.21

¹⁵ Exhibit N – Copy of Tilt’s operating account regarding the wire transfer – 2.22.21

¹⁶ Exhibit O – Cultivo – notice of termination and waiver of covenants for Ermont – 8.21.20

Tilt has successfully assigned the 2018 Loan and Security Agreement that Tilt and Ermont agreed upon to Teneo. The wire transfer for \$1.25 million on February 22, 2021 from Teneo to Tilt solidifies the transfer of the debt accrued by Ermont. Ermont will pay a new creditor, Teneo, for the loan supplied by Tilt. In August 2020, Tilt had released Ermont from a Management Service Agreement that Ermont agreed to with Cultivo LLC, a Tilt subsidiary.

The Assignment Agreement dated February 22, 2021 outlines provisions in which Tilt would receive more money from Teneo. These provisions are triggered by liquidation of Ermont and/or Teneo receiving control through receivership or some other means of Ermont. In any provisions set by Tilt in the Assignment Agreement, Tilt will only work with Teneo to receive said funds. The Assignment agreement serves as the termination of the last connection between Tilt and Ermont. Tilt no longer has any control, indirect or direct, over Ermont as of February 22, 2021 under 935 CMR 501.050.

Tilt Holdings Inc. and Verdant Medical, Inc.

The documents provided by Tilt regarding the termination of the relationship between Tilt and Verdant were the lien release and the Release of Guaranty. Tilt will no longer be pursuing collection of Verdant's debt. After review of the documents, ES determined that Tilt has successfully terminated any further relationship that would be construed as direct or indirect control of Verdant under 935 CMR 501.050.

*Tilt Holdings, Inc and Robert Leidy, Teneo Capital Management, LLC.,
and Teneo Funds SPVi, LLC.*

After reviewing the document response to the March 10, 2021 request, ES has determined that the former Tilt employee and current Teneo manager, Robert Leidy has a de minimis amount of equity in Tilt. The current percentage of equity Leidy has in Tilt is .045334 percent. This is well below the ten (10) percent equity threshold outlined in 935 CMR 501.050. Tilt confirmed that Teneo, as an entity, does not have equity in Tilt. ES has not found any other relationship between Tilt and Leidy or Teneo.

TILT HOLDINGS

February 22, 2021

Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Attn: Yaw Gyebi, Chief of Investigations and Enforcement

Good evening, Yaw,

I wanted to thank you, again, for taking the time to meet with us last week as well as your candor during our conversation. As promised, earlier today we announced to the market the successful closing of the sale to a third party of the Loan and Security Agreement with Ermont, Inc. As part of that sale, we included Ermont's accounts receivable due Commonwealth Alternative Care, Inc. Attached, please find the final executed documentation of the sale.

As it pertains to Verdant, we are no longer pursuing collection of that debt following a unanimous board vote to write off the Verdant debt, also consented to by our senior lender. We have included executed documentation to this effect as well. We will file a UCC termination statement on Tuesday, February 22.

Following your review, please let us know if you need anything further. We remain committed to full transparency with the CCC and are prepared to do whatever we can to aid in its deliberations. We look forward to achieving resolution of any outstanding issues, as well as completion of the licensing process. To that end, please do not hesitate to reach out to me directly with any questions or concerns that you may have.

Best regards,

A handwritten signature in blue ink, appearing to read "Gary F. Santo, Jr.", with a stylized flourish at the end.

Gary F. Santo, Jr.
President
TILT Holdings, Inc.

SH FINANCE COMPANY, LLC

CERTIFICATE OF SOLE MEMBER

February 22, 2021

I, Gary Santo, hereby certify that I am the duly elected or appointed President of JJ Blocker Co., a Delaware corporation (the "Ultimate Sole Member"), the Sole Member of Sea Hunter Therapeutics, LLC, a Delaware limited liability company, the Sole Member of SH Finance Company, LLC, a Delaware limited liability company (the "Company"), and hereby further certify, solely in my capacity as President of the Ultimate Sole Member and not in my individual capacity, as follows:

1. Reference is hereby made to that certain Assignment Agreement (the "Agreement") by and between the Company and Teneo Funds SPVi LLC, a Delaware limited liability company, dated of even date herewith. Capitalized terms used herein but not defined shall have the meaning given to them in the Agreement.

2. Attached hereto as Exhibit A are true and complete copies of all resolutions of the Sole Member of the Company authorizing the execution, delivery, and performance of the Agreement and the other agreements, instruments, and documents required to be delivered in connection with the Agreement or at the Closing (collectively, the "Transaction Documents") to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect.

3. The resolutions attached as Exhibit A have not been rescinded or modified and remain in full force and effect as of the Closing Date.

This certificate, to the extent delivered by means of electronic mail, shall be treated in all manner and respects as an original Certificate and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first set forth above.

SEA HUNTER THERAPEUTICS, LLC, a
Delaware limited liability company, by its Sole
Member, JJ BLOCKER CO., a Delaware
corporation

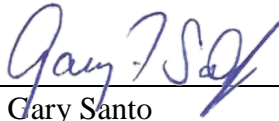
By: 
Name: Gary Santo
Title: President

Exhibit A

(See attached)

WRITTEN CONSENT OF THE SOLE MEMBER
OF
SH FINANCE COMPANY, LLC

The undersigned sole member (the “Member”) of SH FINANCE COMPANY, LLC, a Delaware limited liability company (the “Company”), hereby consents to and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act Section 18-302(d) and in accordance with the Operating Agreement of the Company (the “Operating Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Operating Agreement.

ASSIGNMENT OF ERMONT LOAN

WHEREAS, the Company has previously entered into that certain Loan and Security Agreement with Ermont, Inc., a Massachusetts nonprofit corporation, dated June 1, 2018 (the “LSA”); and

WHEREAS, the Member believes it to be in its best interest and that of the Company that it assign its rights under the LSA to a third party for value;

NOW, THEREFORE, BE IT RESOLVED, that the Company enter into and perform its obligations under the assignment agreement substantially in the form attached hereto as Exhibit A (the “Assignment Agreement”), with such changes thereto as the Gary Santo deems necessary or appropriate; and that Gary Santo is hereby authorized to execute and deliver, in the name and on behalf of the Company, the Assignment Agreement, the execution and delivery thereof to be conclusive evidence that the same were authorized by this resolution.

RESOLVED FURTHER, that each officer of the Company, acting singly, be and hereby is authorized to enter into, execute, seal, deliver and perform, in the name and on behalf of the Company, such other agreements, instruments, documents and certificates and take any other action as the officers, or any such officer, so acting deem necessary or appropriate in connection with the Assignment Agreement and the transactions contemplated thereby, the execution and delivery thereof to be conclusive evidence that the same were authorized by this resolution.

RESOLVED FURTHER, that any and all actions heretofore or hereafter taken in the name or on behalf of the Company in good faith by any of said persons or entities in furtherance of the purposes of the foregoing resolution or in connection with the transactions contemplated therein are hereby ratified, confirmed and adopted as the acts and deeds of the Company.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned Member has executed this written consent as of this 22nd day of February, 2021.

MEMBER:

SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

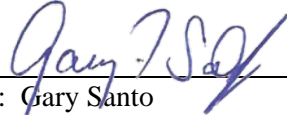
By: 
Name: Gary Santo
Title: President

Exhibit A

(See attached)

ASSIGNMENT AGREEMENT

BY AND BETWEEN

SH FINANCE COMPANY, LLC,
As Assignor

and

TENEO FUND SPVⁱ LLC,
As Assignee

Dated as of February 22, 2021

ASSIGNMENT AGREEMENT, (the “**Agreement**”), dated as of February 22, 2021, by and between SH Finance Company, LLC, a Delaware limited liability company (the “**Assignor**”), and Teneo Funds SPVi LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor is party to that certain Loan and Security Agreement by and between Assignor and Ermont, Inc., a Massachusetts nonprofit corporation (“**Ermont**”) dated June 1, 2018 (the “**Loan Agreement**”), and Assignor wishes to sell and assign and the Assignee wishes to purchase and assume the Assignor’s rights and claims under the Loan Agreement and the other Financing Agreements; Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. ASSIGNMENT AND ASSUMPTION.

1.1 Assignment and Assumption. Upon the terms and subject to the conditions of this Agreement, at the closing provided for in Section 1.2 hereof (the “**Closing**”), the Assignor shall irrevocably sell, transfer and assign, and Assignee shall purchase and assume, all of the Assignor’s rights, title, interest, claims and obligations under the Loan Agreement, the other Financing Agreements and the other Assigned Interests (as defined below), in exchange for a payment of the Purchase Price plus Accrued Interest (as each is defined herein) from the Assignee to the Assignor as set forth herein. Such sale and assignment is without recourse to the Assignor except as expressly provided in this Agreement, and, except as expressly provided in this Agreement, without representation or warranty by the Assignor.

1.2 Closing. The closing of the transactions contemplated by this Agreement shall take place remotely, on the date hereof or such other date as mutually agreed to by the parties (the “**Closing Date**”). On and as of the Closing Date, (i) the Assignor shall irrevocably sell, transfer and assign to the Assignee all of Assignor’s right, title, interests and claims under and to, and all rights, powers and remedies of any kind, nature or description under or in connection with the Loan Agreement and the other Financing Agreements including, but not limited to, all rights in any Collateral granted by the Borrower that is security for the Obligations, and (ii) the Assignor shall, and shall cause its affiliates, including, without limitation, Commonwealth Alternative Care, Inc., to irrevocably sell, transfer and assign to the Assignee all of Assignor’s and its Affiliates’ right, title, interests and claims in any accounts receivable owed by Ermont (the “**A/R**”);

provided that Assignor's obligations to assign or cause the assignment of the A/R under this clause (ii) is limited, in all cases, to what Assignor is permitted to do under applicable law and any documents related to the A/R and without obtaining the consent of any third party (the foregoing clauses (i) and (ii), subject to the conditions set forth therein, are collectively referred to herein as the "**Assigned Interests**"), and in exchange, the Assignee shall pay to the Assignor the Purchase Price as set forth below by wire transfer of immediately available funds to an account or accounts designated in writing by the Assignor to the Assignee on or before the Closing Date (the "**Wire**"). Assignee accepts the assignment of the Assigned Interests on the terms and conditions set forth herein.

1.3 Closing Date Deliverables.

(a) In addition, the Assignor shall deliver on or before the Closing Date the following to the Assignee, all of which shall be in form and substance reasonably satisfactory to Assignee:

(i) if necessary in addition to this Agreement, any assignment agreements or other instruments of transfer or conveyance reasonably requested by the Assignee assigning the Assigned Interests;

(ii) a certificate executed by the sole member of the Assignor certifying (x) the resolutions duly adopted by the sole member of the Assignor authorizing and approving the execution, delivery and performance of this Agreement and (y) that such resolutions have not been rescinded or modified and remain in full force and effect as of the Closing Date, the form of which is attached hereto as Exhibit A;

(iii) a certificate of good standing for the Assignor from the Secretary of State of the State of Delaware as of a date no more than thirty (30) days prior to the Closing Date;

(iv) solely to the extent available, original versions of the Loan Agreement and all Financing Agreements set forth on Annex II hereto, or if such original versions cannot be located, a Lost Instrument Affidavit with respect thereto;

(v) UCC-3 assignment in the form attached hereto as Exhibit B and such other assignment agreements and/or instruments as are necessary to effectuate the assignment of Collateral or any of the Financing Agreements from Assignor to Assignee;

(vi) a signed original letter from Assignor to Ermont in the form attached hereto as Exhibit C, which shall advise Ermont that the Obligations will be assigned to Assignee (the “**Good-Bye Letter**”) in accordance with the requirements of Section 12.3 of the Loan Agreement;

(vii) a bill of sale selling, assigning, transferring and conveying to the Assignee all rights, title and interest of the Assignor in, to and under the Assigned Interests, all on the terms and conditions set forth in this Agreement; and

(viii) At request of the Assignee, and provided that Assignor is listed as a loss payee or insured, the Assignor will reasonably cooperate with the Assignee in executing requests to each hazard, liability, or casualty insurer issuing a policy of insurance to the Borrower, requesting an endorsement of its policy of insurance effective as of the date hereof adding the Assignee and deleting the Assignor as the loss payee or insured, as the case may be.

(b) The Assignee shall deliver at the Closing the following to the Assignor, all of which shall be in form and substance reasonably satisfactory to the Assignor:

(i) a certificate executed by the manager of the Assignee certifying that all of its representations and warranties contained in this Agreement are true and correct as of the Closing Date, the form of which is attached hereto as Exhibit D;

(ii) a certificate executed by the manager of the Assignee certifying (x) the resolutions duly adopted by the manager of Assignee authorizing and approving the execution, delivery and performance of this Agreement and (y) that such resolutions have not been rescinded or modified and remain in full force and effect as of the Closing Date, the form of which is attached hereto as Exhibit D;

(iii) a certificate of good standing for Assignee from the Secretary of State of the State of Delaware as of a date no more than thirty (30) days prior to the Closing Date; and

(iv) evidence reasonably satisfactory to Assignor that Assignee has irrevocably instructed its financial institution to initiate the Wire on the Closing Date.

1.4 Payment of Purchase Price. The “**Purchase Price**” for the Assigned Interests assigned hereunder shall be payable in cash as follows:

(a) *Closing Payment.* On the Closing Date, Assignee shall pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to Assignor.

(b) *Liquidation Proceeds Waterfall.*

(i) Assignee shall retain any Liquidation Proceeds it or any of its affiliates receives up to and including the Threshold Amount.

(ii) If Assignee or any of its affiliates receives Liquidation Proceeds over and above the Threshold Amount, such Liquidation Proceeds shall be paid as follows:

(A) *Rent Reimbursement Payments.* First, to Assignor, to reimburse Assignor in full for any payments of Rent under and as defined in the Lease paid by Assignor (i) for the months of March 2021, April 2021 or May 2021, or (ii) during any Control Period (“**Rent Reimbursement Payments**”).

(B) *Ermont Claim Payments.* Second, to Assignor, to reimburse Assignor for reasonable attorney’s fees incurred by Assignor in connection with any lawsuits, arbitrations, or litigation, whether at law or in equity, made or brought by Ermont, or any persons who control or are controlled by Ermont against the Assignor (“**Ermont Claims Payments**”), provided that any Ermont Claims Payments shall not exceed \$250,000. For the avoidance of doubt, the parties acknowledge that the Ermont Claims Payments expressly exclude any attorney’s fees incurred by Assignor in connection with any regulatory matter or action or any proceeding before any administrative body in connection with the foregoing.

(C) *Settlement Amount.* Third, to Assignee, to reimburse Assignee or any of its affiliates for the Settlement Amount.

(iii) Thereafter, if Assignee or any of its affiliates receives Liquidation Proceeds over and above the Threshold Amount plus the Rent Reimbursement Payments, Ermont Claims Payments and Settlement Amount (without double counting the Threshold Amount referenced in the foregoing subsection 1.4(b)(i), the “**Upper Threshold Amount**”), the Assignee shall pay to Assignor forty percent (40%) of all Liquidation Proceeds received

above the Upper Threshold Amount (such payment, a “**Liquidation Proceeds Payment**”) within five (5) days of receipt of any such Liquidation Proceeds.

For the avoidance of doubt, (i) if the Liquidation Proceeds received by Assignee are less than the Threshold Amount, no Rent Reimbursement Payments or Ermont Claims Payments shall be due and payable to the Assignor, (ii) if the Liquidation Proceeds received by Assignee are less than the Upper Threshold Amount, no Liquidation Proceeds Payment shall be due and payable to the Assignor, and (iii) the payment of any such Liquidation Proceeds are subject to subsection (e) of this Section 1.4.

(c) As used herein and this Agreement:

(iv) “**Liquidation Proceeds**” shall mean proceeds in any form whatsoever resulting from any payment (or repayment) of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or any of its rights or obligations thereunder, the Collateral or any other asset of Ermont (the payment (or repayment) in full of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or substantially all of the lender’s rights or obligations thereunder, a “**Liquidation Event**”) . Liquidation Proceeds will not include proceeds received as a result of an Asset Acquisition (as defined below) or from Assignee or its affiliates operating Ermont’s business; provided in such case, however, that the Liquidation Proceeds will include any proceeds from the sale of any assets acquired in an Asset Acquisition or the proceeds from the subsequent sale of Ermont’s business. Notwithstanding the foregoing, if (1) an Asset Acquisition has occurred, or Assignee or its affiliates are operating Ermont’s business, and (2) a Liquidation Event has not occurred by the fifth anniversary of the date on which the Massachusetts Cannabis Control Commission approves the transfer of Ermont’s license to operate as a Medical Marijuana Treatment Center to Assignee or an affiliate thereof thereby enabling it to operate Ermont’s business (the “Transfer Date”), a Liquidation Event will be deemed to have occurred on such fifth anniversary resulting in Liquidation Proceeds of Ten Million Dollars (\$10,000,000).

(v) “**Threshold Amount**” shall mean the sum of (1) One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), plus (2) all Expenses (as defined below) up to, but not to exceed, the Expense Cap.

(vi) “**Expenses**” shall mean (a) all costs and expenses incurred by Assignee or its Affiliates that are directly or indirectly attributable to the consummation of the transactions contemplated by this Agreement or any

transaction involving the collection, payment or repayment of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or any of Assignee's rights or obligations thereunder, the Collateral or any other asset of Ermont, (including, without limitation, all legal, accounting, brokerage, appraisal, escrow or other professional fees and expenses), **plus** (b) all fees, costs and expenses incurred by Assignee or its Affiliates, in connection with obtaining or maintaining licensing and/or regulatory compliance in connection with the foregoing or the operation of Ermont's business generally; provided, that the calculation of "Expenses" shall not include any capital expenditures incurred by Assignee or any of its affiliates in connection with the operation, growth or expansion of Ermont's business, and it is acknowledged that all such capital expenditures shall be borne by Assignee.

(vii) **"Expense Cap"** shall mean Seven Hundred and Fifty Thousand Dollars (\$750,000).

(viii) **"Settlement Amount"** shall mean any amount paid by Assignee or any of its affiliates in cash to Ermont's management team or board of directors as part of any settlement agreement relating to any transactions that result in the payment of any Liquidation Proceeds; provided that, for the purposes of this Section 1.4, the Settlement Amount shall not exceed \$250,000 without the prior written consent of Assignor, which consent shall not be unreasonably withheld, conditioned or delayed.

(ix) **"Asset Acquisition"** shall mean the acquisition by Assignee or any of its affiliates of the Collateral or other assets of Ermont including, without limitation, an asset acquisition through a foreclosure, receivership sale, or other similar proceeding.

(x) **"Lease"** means that certain Lease Agreement by and between ELDEB, LLC and Ermont, dated as of January 24, 2014, as amended.

(xi) **"Control Period"** means (i) any time that Assignee, an affiliate of Assignee or an entity controlled by Assignee owns or is in control of Ermont or the Property (as defined in the Lease), or (ii) any time that a receiver is in place and in control of the affairs of Ermont.

(d) For purposes hereof, **"Accrued Interest"** shall mean that, if the Assignee fails to make any payment of Purchase Price when due hereunder, then interest shall accrue on such payment until such payment and all Accrued Interest

is paid in full at a rate equal to eighteen percent (18%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days.

(e) Assignor and Assignee acknowledge and agree that to the extent any Settlement Amount is paid to Ermont's management team or board of directors, which such Settlement Amount reduces the amount of the Liquidation Proceeds and such Settlement Amount (up to the cap provided for in the definition of Settlement Amount) has not been accounted for in the calculation of the Upper Threshold Amount, the Liquidation Proceeds Payment and portion of Liquidation Proceeds payable to Assignee shall each be reduced on a pro rata basis. For example, if a Settlement Amount paid to Ermont's management team or board of directors equals ten percent (10%) of the Liquidation Proceeds and is below the cap, and any if Assignee or any of its affiliates receives any Liquidation Proceeds over and above the Upper Threshold Amount, then Assignee shall pay to Assignor thirty-six percent (36%) of all Liquidation Proceeds received above the Upper Threshold Amount, and Assignee shall retain fifty-four (54%) of such Liquidation Proceeds. For clarity, and in order to prevent a double-deduction to the Purchase Price, this provision is intended to only be applicable if the Settlement Amount was not accounted for in the calculation of the Upper Threshold Amount.

(f) Upon the payment in full by Assignee of the Rent Reimbursement Payments, the Ermont Claims Payments and the Liquidation Proceeds Payments, plus any Accrued Interest (if any), the Purchase Price shall be deemed to have been paid and satisfied in full and discharged, and Assignee shall owe no additional payments of Purchase Price hereunder.

(g) In the event that no liquidation event resulting in the receipt of Liquidation Proceeds has occurred on or before the third anniversary of the Transfer Date, Assignee agrees that it shall use all commercially reasonable efforts to initiate a sale process with respect to the assets of Ermont.

1.5 Security.

(a) To secure the full and punctual payment of the Purchase Price and Assignee's indemnification obligations hereunder, the Assignee hereby grants the Assignor a continuing security interest in all of the Assignor's right, title and interest in, to and under (i) the Liquidation Proceeds; (ii) any payment or repayment of the obligations outstanding under the Loan Agreement; and (iii) the proceeds and products of subsections (i) and (ii) hereof to secure prompt payment and performance of the Purchase Price (collectively, the "**Liquidation Collateral**"). This Agreement constitutes a security agreement under the uniform Commercial Code in any applicable jurisdiction and Assignor is entitled to all of the rights and remedies of a secured party thereunder. Furthermore, the Assignee shall not,

without obtaining the prior written consent of the Assignor, further pledge, assign or grant any security interest in any of the Liquidation Collateral, or permit any encumbrance to attach thereto or to be made thereon. The Assignee shall maintain the security interest created by this Section 1.5 as a first priority perfected security interest and will defend the right, title and interest of the Assignor in and to the Liquidation Collateral against the claims and demands of all other persons whomsoever. The security interest created hereby shall remain in full force and effect until payment in full of the Purchase Price and any Accrued Interest. Upon payment in full of the Purchase Price and any Accrued Interest, if any, this security interest shall terminate and the Assignor agrees to execute and deliver to Assignee or its designee such instruments and documents as may be reasonably requested by the Assignee to evidence such termination, and hereby authorizes the Assignee or its designee to take such actions as may be necessary to file or record such instruments or documents evidencing termination of the security interest in the appropriate public records. In the event Assignee obtains any third party secured financing, Assignor shall reasonably consider subordinating the security interest in the Liquidation Collateral created hereby to the security interest of any such third party financing source, but is under no obligation to do so. Assignee acknowledges and agrees that it shall be obligated to repay any such third party financing with its own funds, and any such indebtedness shall not be taken into account for purposes of calculating the Purchase Price payable to Assignor pursuant to Section 1.4.

(b) The Assignee authorizes the Assignor to file any financing statement or statements required by Assignor to establish or maintain the validity, perfection and priority of the security interest granted herein in connection with the Liquidation Collateral. The Assignee agrees that at any time and from time to time, at the expense of the Assignee, the Assignee will promptly and duly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Assignor may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Assignor to exercise and enforce its rights and remedies hereunder.

1.6 As of the Closing Date, (a) the Assignee shall be a party to the Loan Agreement, and have the rights and obligations of a Lender thereunder and under the other Financing Agreements; and (b) Assignor shall relinquish its rights and shall be released from its obligations under the Loan Agreement and the other Financing Agreements.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

The Assignor represents and warrants to the Assignee as follows:

2.1 Organization; Authority; Enforceability. The Assignor is duly organized, validly existing and in good standing under the laws of the State of Delaware. The Assignor has all requisite power and authority to enter into this Agreement and to consummate, or cause to be consummated, the transactions contemplated hereby. The execution, delivery and performance by the Assignor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Assignor. This Agreement has been duly executed and delivered by the Assignor and constitutes valid and binding obligations of the Assignor, enforceable against the Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, or as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The execution of this Agreement and the performance of the Assignor of its obligations hereunder will not conflict with or be a breach of any material provision of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which the Assignor is subject; and the Assignor has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance of this Agreement; provided however, that in each case, the Assignor makes no representation or warranty with respect to any conflicts with any regulations from the Massachusetts Department of Public Health or Cannabis Control Commission or any consent, approval or authorization, that may be required by the Massachusetts Department of Public Health or Cannabis Control Commission.

2.2 Loan Balance. Assignor represents and warrants that the amount set forth as the assigned amount of Obligations on Annex I represents the amount owed by Ermont to Assignor with respect to the Obligations, as reflected on Assignor's books and records as of the Closing Date. For the avoidance of doubt, Assignor hereby assigns all of its Obligations under the Loan Agreement to Assignee.

2.3 Collateral. Assignor represents and warrants that no Collateral is in the possession or control of Assignor or any agent or bailee thereof.

2.4 Financing Agreements and Related Documents. Assignor further represents and warrants that to its knowledge after due inquiry: (i) Annex II attached hereto sets forth a list of each material Financing Agreement, true, correct and complete copies of which have been provided to Assignee; and (ii) as of the Closing Date, there have been no amendments, modifications, forbearances, supplements or consents, whether in writing, orally or otherwise to the Financing Agreements or Loan Agreement except as otherwise provided to Assignee. Within three (3) Business Days of the Closing Date, Assignor will have exercised commercially reasonable efforts to provide to Assignee true, correct and complete

copies of all agreements, documents, correspondence and all other materials or information pertaining to the Obligations, the Financing Agreements, and the transactions contemplated hereby or thereby that is in the possession of Assignor pursuant to Section 4.9 hereunder.

2.5 Litigation. There is no pending or, to the best of Assignor's knowledge, threatened claims or litigation against the Assignor, which prohibits the Assignor from selling, transferring or assigning its rights in the Acquired Interests as set forth herein.

2.6 Assigned Interests. The Assignor is the legal and beneficial owner of the Assigned Interests, and the Assigned Interests are assigned, transferred and sold free and clear of any lien, encumbrance or other adverse claim of any kind or nature.

Except as set forth in this Article 2, the Assignor makes no representation or warranty and assumes no responsibility with respect to (a) any statements, representations or warranties made in or in connection with the Assigned Interests or any other agreement related thereto, (b) the execution (other than with respect to Assignor), validity, legality, enforceability, sufficiency, genuineness or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, Assigned Interests or any other instrument or document furnished pursuant thereto, other than this Agreement as provided in this Article 2, or any collateral thereunder, (c) the performance or observance by the Borrower (as defined in the Loan Agreement), any of its subsidiaries or affiliates or any other person of any of their respective obligations under the Assigned Interests or any other instrument or document furnished pursuant thereto or (d) the financial condition of the Borrower, any of its subsidiaries or affiliates or any other person obligated in respect of the Loan Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE.

The Assignee hereby represents and warrants to the Assignor as follows:

3.1 Organization; Authority; Enforceability. The Assignee is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary action on the part of the Assignee. This Agreement has been duly executed and delivered by the Assignee and constitutes valid and binding obligations of the Assignee, enforceable against the Assignee in

accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, or as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 No Violation; Consents and Approvals. The execution and delivery by the Assignee of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not (a) conflict with, or result in any violation of or default under, any provision of the organizational documents of the Assignee, (b) violate any judgment, order, injunction or decree or statute, law, ordinance, rule or regulation applicable to the Assignee or the property or assets of the Assignee or (c) give rise to any right of termination, cancellation or acceleration under, or conflict with, or result in any violation of or default under any note, bond, mortgage, indenture, license, agreement, capital lease or other instrument or obligation to which the Assignee is a party or by which the Assignee or its assets may be bound, which conflict, violation or default would prevent the Assignee from consummating the transaction.

3.3 The Assignee (a) shall be bound by the provisions of the Loan Agreement as Lender thereunder and shall have the obligations of Lender thereunder, from and after the Closing Date, (b) is sophisticated regarding decisions to purchase assets such as those represented by interests purchased hereunder and either it, or the person exercising discretion in making its decision to purchase the interests assigned hereunder, is experienced in acquiring assets of such type, and (c) has received a copy of the Loan Agreement and the other documents related thereto set forth on Annex II hereto, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to purchase the interests hereunder and, on the basis of such documents and information and the representations of Assignor in Article II hereof, it has made such analysis and decision independently and without reliance on the Assignor (other than to the extent set forth in this Agreement).

3.4 The Assignee agrees that (a) it will, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or refraining from taking action under the Loan Agreement, independently and without reliance on the Assignor (other than to the extent set forth in this Agreement),, and (b) it will perform in accordance with their terms all of the obligations that are required to be performed by it as Lender under the Loan Agreement.

ARTICLE 4. POST-CLOSING COVENANTS.

4.1 [Reserved.]

4.2 Non-Solicitation. The Assignee agrees that it shall not, and shall cause its Affiliates not to, directly or indirectly, induce or attempt to induce any employee or consultant of the Assignor to discontinue providing services to Assignor for a period of twelve (12) months from Closing.

4.3 Taxes. The Assignor will be responsible for the preparation and filing of all tax returns of the Assignor for all tax periods prior to the Closing and will be responsible for and shall promptly pay prior to delinquency all taxes due or levied with respect to the Loan Agreement and the other Financing Agreements on or prior to the Closing Date (the “**Pre-Closing Taxes**”).

4.4 Confidential Information. Each Party receiving Confidential Information (the “**Receiving Party**”) agrees (i) to observe complete confidentiality with respect to all Confidential Information; (ii) not to disclose, or permit any access to, the Confidential Information (or any portion thereof), except to or by any representative of such Receiving Party having a need to know such Confidential Information for purposes of performing such Receiving Party’s obligations or enforcing the Disclosing Party’s obligations under this Agreement, without prior written permission of the Party disclosing such Confidential Information (the “**Disclosing Party**”), and (iii) not to use the Confidential Information except as required to perform such Receiving Party’s obligations or to enforce the Disclosing Party’s obligations under this Agreement. Notwithstanding the foregoing, if the Receiving Party is required to disclose the Confidential Information pursuant to law or governmental or judicial process, it may do so provided that (a) to the extent legally permitted, it first provides prompt written notice to the Disclosing Party in order that the Disclosing Party may have every opportunity to intercede in such process, contest such disclosure or obtain special treatment under an appropriate protective order, (b) the Receiving Party provides reasonable assistance to Disclosing Party in its efforts pursuant to subclause (a) above, and (c) the Receiving Party’s disclosure of the Confidential Information pursuant to this sentence is limited to information specifically required, in both content and manner, by such law or governmental or judicial process. In addition, notwithstanding anything to the contrary herein, Assignee may use and disclose Confidential Information as reasonably necessary in connection with (i) any litigation or other adversary proceeding involving claims related to the rights or duties of the parties under the Loan Agreement or the other Financing Agreements; and (ii) the exercise of any secured creditor remedy, including without limitation, any foreclosure, receivership, or secured party sale, under the Loan Agreement or under any other Financing Agreement’ provided, however, that prior to such use of the Confidential Information, Assignee provides as much prior written notice to Assignor as is possible under the then-existing circumstances. Assignee shall be entitled to seek appropriate protective orders or other protection in connection therewith, but after

the requisite notice is provided, Assignee may use the Confidential Information as provided for herein until Assignor receives a protective order or other protection. For purposes of this Section, “**Confidential Information**” means all information concerning Ermont under the Loan Agreement, provided that Confidential Information shall not include: (i) such information that at the time of disclosure has been generally known to the public through no fault of Assignor or its representatives or after disclosure becomes generally known to the public through no fault of Assignee, Assignor or their representatives, (ii) such information that as shown by written records was prior to disclosure in possession of the Receiving Party on a non-confidential basis, (iii) such information that is rightfully received by the Receiving Party on a non-confidential basis from third parties who were entitled to receive and transfer such Confidential Information, or (iv) information as to which counsel advises that disclosure is compelled under applicable Law. For the avoidance of doubt, this Agreement and its terms (including the pendency of the potential transaction) shall constitute Confidential Information.

4.5 Assignee’s Good Faith Obligations. Assignee agrees to act in good faith, will refrain from taking any action deliberately intended to diminish the value of the Liquidation Proceeds, and will act in a commercially reasonable manner to maximize the Liquidation Proceeds; provided, however, that nothing herein will be construed to require the operations of the Assignee to be conducted in any particular manner after the Closing or prevent or otherwise restrict the Assignee from conducting its operations in a commercially reasonable manner or fulfilling its fiduciary obligations to its equity holders.

4.6 Audit Rights. Upon reasonable prior written notice from the Assignor, the Assignor may, at its own expense and not more frequently than twice per calendar year examine or cause to be examined by an agent of the Assignor, the books of account of the Assignee solely to the extent they relate to the calculation of payments of the Purchase Price to the Assignor hereunder. If, as a result of such an audit, it is determined that there has been an underpayment of amounts due to the Assignor hereunder, the Assignee shall immediately pay to the Assignor an amount equal to the resulting underpayment. If the resulting underpayment is greater than three percent (3%) of the correct amount due hereunder, the Assignee shall immediately reimburse the Assignor for the cost of the audit.

4.7 Assignor and Assignee each hereby agree to execute such other instruments as any other party hereto may reasonably request in connection with the delivery of any notices or other additional instruments which are necessary to evidence the assignment and assumption contemplated hereby, including the execution and/or delivery by Assignor to Assignee of UCC-3 assignments and such other assignment agreements and/or instruments as are necessary to effectuate the assignment of Collateral and the Financing Agreements from Assignor to Assignee.

Any such actions by Assignor after the date hereof shall be at the sole cost and expense of Assignee. On the date hereof, Assignor hereby authorizes Assignee or its designee to file or record the Uniform Commercial Code financing statements or amendments, as applicable, attached hereto as Exhibit B in order to reflect the assignment of record to Assignee of the Loan Agreement, the other Financing Agreements and the Assigned Interests.

4.8 Assignment of Management Agreement. Reference is made to that certain Services Agreement by and between Ermont and Zolly, LLC, dated as of December 20, 2015 (the “**Services Agreement**”), which was later assigned from Zolly, LLC to Cultivo LLC on May 31, 2018 . If Assignee notifies Assignor within sixty (60) business day of the Closing Date that Assignee elects to assume the Services Agreement through an acquisition of Cultivo, both the Assignor and the Assignee shall take all actions required to effect a transfer or assignment to the Assignee of the equity interests in Cultivo for no additional consideration and on an as-is where-is basis.

4.9 Loan File. Within three (3) Business Days of the Closing Date, Assignor will provide to Assignee true, correct and complete copies of all agreements, and shall have taken commercially reasonable efforts to identify and deliver to Assignee, all other documents, correspondence and all other materials or information, pertaining to the Obligations, the Financing Agreements, and the transactions contemplated hereby or thereby that is in the possession of Assignor.

ARTICLE 5. INDEMNIFICATION

5.1 Indemnification by Assignor. The Assignor shall indemnify and hold harmless Assignee and its Affiliates and their respective directors, officers, employees, Affiliates and other persons who control or are controlled by Assignee or any of its Affiliates, and their respective agents and other representatives (collectively, the “**Assignee Indemnified Parties**”), from and against any and all loss, liability, damages, claim or expenses (including, without limitation, legal fees) paid, sustained or incurred by any of the foregoing Assignee Indemnified Parties that are based on or arise or result from any gross negligence or intentional misconduct of the Assignor in connection with the transactions contemplated by this Agreement.

5.2 Indemnification by Assignee. Assignee shall indemnify and hold harmless the Assignor and its Affiliates and their respective directors, officers, employees, Affiliates and any other persons who control or are controlled by Assignor or any of its Affiliates, and their respective agents and other representatives (collectively, the “**Assignor Indemnified Parties**”), from and against

any and all loss, liability, damages, claim or expenses (including, without limitation, legal fees) paid, sustained or incurred by any of the Assignor Indemnified Parties that are based on or arise or result from:

(a) any breach of, or inaccuracy in, any of the representations or warranties of the Assignee set forth in this Agreement; or

(b) any breach of, or failure to perform or comply with, any covenant or other agreement of the Assignee set forth in this Agreement.

5.3 Notices; Right of Parties to Defend. Promptly after the assertion of any claim that may give rise to a claim for indemnification from an indemnifying party (“**Indemnifying Party**”) under this Article 5, an indemnified party (“**Indemnified Party**”) shall notify the Indemnifying Party in writing of such claim.

5.4 Additional Limitations. Neither the Assignor nor any of its affiliates shall have any liability for any inaccuracy in or breach of any representation or warranty contained herein if the Assignee or any of its managers (including the ultimate individuals who control any manager), officers, employees, attorneys or other representatives or advisors had actual knowledge on or before the Closing Date that such representation or warranty was inaccurate or breached.

ARTICLE 6. MISCELLANEOUS.

6.1 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNMENT OF THE ASSIGNED INTERESTS IS PROVIDED “AS-IS” AND THE ASSIGNOR AND ITS AFFILIATES MAKE (AND HEREBY EXPRESSLY DISCLAIM) ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ASSIGNEE IS AWARE OF THE PROHIBITION ON ASSIGNMENT IN THE SUPPLY AGREEMENT RELATED TO THE A/R ERMONT OWES TO COMMONWEALTH ALTERNATIVE CARE, INC. AND ACKNOWLEDGES THAT THE ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY THAT THE ASSIGNMENT OF THE A/R REFERENCED HEREUNDER OR PURSUANT TO ANY OTHER INSTRUMENT CONTEMPLATED HEREBY IS VALID OR ENFORCEABLE. FURTHERMORE, THE ASSIGNEE IS AWARE THAT THE ENTITIES PARTY TO THE LOAN AGREEMENT ARE REGULATED BY THE MASSACHUSETTS CANNABIS CONTROL COMMISSION (THE “CCC”) AND ACKNOWLEDGES THAT ASSIGNOR IS NOT RESPONSIBLE FOR ANY ACTION OF THE CCC OR ANY

OTHER GOVERNMENTAL AUTHORITY AFFECTING ASSIGNEE FROM ENFORCING THE RIGHTS GRANTED PURSUANT TO THE LOAN AGREEMENT.

6.2 Further Assurances. From time to time after the Closing Date, at the reasonable request of the other party hereto and at the expense of the party so requesting, the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate the transactions contemplated hereby.

6.3 Notices. All notices, requests, demands, waivers and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (i) by hand (including by reputable overnight courier), (ii) by mail (certified or registered mail, return receipt requested) or (iii) by email followed by overnight courier:

(a) If to Assignor, to:

SH Finance Company, LLC
Attn: President
2801 E. Camelback Rd. #180
Phoenix, AZ 85016

with a copy (which shall not constitute notice) to:

TILT Holdings, Inc.
Attn: Legal Department
2801 E. Camelback Rd. #180
Phoenix, AZ 85016

(b) If to Assignee, to:

Teneo Funds SPV LLC
1253 Old Okeechobee Rd. #A4
West Palm Beach, FL 33401
Attention: Manager

with a copy (which shall not constitute notice) to:

Burns & Levinson LLP
125 High Street
Boston, MA 02110

Attention: Frank A. Segall
Email: fsegall@burnslev.com

or to such other person or address as any party shall specify by notice in writing to the other party. All such notices, requests, demands, waivers and communications shall be deemed to have been given (i) on the date on which so hand-delivered, (ii) on the third business day following the date on which so mailed and (iii) on the date on which emailed and confirmed, except for a notice of change of address, which shall be effective only upon receipt thereof.

6.4 Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the Assignor and Assignee. Any failure of the Assignor to comply with any term or provision of this Agreement may be waived by the Assignee, and any failure of the Assignee to comply with any term or provision of this Agreement may be waived by Assignor, at any time by an instrument in writing signed by or on behalf of such other parties, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

6.5 Entire Agreement. This Agreement and the exhibits, schedules and other documents referred to herein which form a part hereof contain the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, oral and written, with respect to its subject matter.

6.6 Publicity. The parties hereto shall not issue any report, statement or press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without prior consultation with and approval of the other parties, except as may be required by law or may be required by Assignee to enforce any rights and remedies under the Loan Agreement or any other Financing Agreements. Assignor and its affiliates will file a press release in connection with the Closing, and will offer Assignee an opportunity to review and provide comments to such press release.

6.7 Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law.

6.8 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns. Except as contemplated herein, neither this Agreement, the Loan Agreement, nor any of the rights, interests or obligations hereunder or thereunder shall be assigned, directly or indirectly, by the Assignee without Assignor's prior written connection; provided however, that Assignee shall be permitted to assign this Agreement and any of its rights, interest or obligations hereunder to a subsidiary or affiliate of Assignee without the consent of Assignor provided that after such assignment both Assignee and the subsidiary or affiliate to which the assignment is made are jointly and severally liable for all obligations to Assignor hereunder. Any such assignment by the Assignee in contravention of the foregoing shall be void and ineffectual and shall not bind or be recognized by the Assignor. The Assignor may assign this Agreement and any of its rights, interests or obligations hereunder without the consent of the Assignee.

6.9 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Agreement.

6.10 Fees and Expenses. Whether or not the transactions contemplated hereby are consummated pursuant hereto, each party hereto shall pay all fees and expenses incurred by it or on its behalf in connection with this Agreement, and the consummation of the transactions contemplated hereby.

6.11 Counterparts. This Agreement may be executed in counterparts, (and any counterpart may be executed by portable document format (pdf) or facsimile signature(s)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.12 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement, the term "**Affiliate**" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

6.13 Forum; Service of Process. Any legal suit, action or proceeding brought by any party or any of its affiliates arising out of or based upon this Agreement shall only be instituted in state court in Suffolk County, Commonwealth of Massachusetts, and each party waives any objection which it may now or hereafter

have to the laying of venue of any such proceeding, and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

6.14 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts.

6.15 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS OR HIS, AS THE CASE MAY BE, LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6.16 Attorneys' Fees, Costs and Expenses. In any action or proceeding between the Assignor and the Assignee arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

6.17 Broker's Commissions. No broker's or finder's or placement fee or commission will be payable to any broker or agent engaged by the parties hereto or any of their respective officers, directors or agents with respect to the transactions contemplated by this Agreement. Assignor agrees to indemnify Assignee and hold it harmless from against any claim, demand or liability for broker's or finder's or placement fees or similar commissions, whether or not payable by the Assignor, alleged to have been incurred in connection with such transactions, other than any broker's or finder's fees payable to persons engaged by Assignee. Assignee agrees to indemnify Assignor and hold it harmless from against any claim, demand or liability for broker's or finder's or placement fees or similar commissions, whether or not payable by the Assignee, alleged to have been incurred in connection with such transactions, other than any broker's or finder's fees payable to persons engaged by Assignor.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

SH FINANCE COMPANY, LLC, a Delaware
limited liability company, by its Sole Member, SEA
HUNTER THERAPEUTICS, LLC, a Delaware
limited liability company, by its Sole Member, JJ
BLOCKER CO., a Delaware corporation

By: _____

Name: Gary Santo

Title: President

ASSIGNEE:

TENEO FUNDS SPV I LLC

By: TENEO CAPITAL MANAGEMENT, LLC, its
Manager

By: _____

Name: Robert Leidy

Title: Member

EXHIBIT A

Certificate of Manager of Assignor

EXHIBIT B

UCC-3 Financing Statement Amendment

EXHIBIT C

Good-Bye Letter

February 22, 2021

Via Hand Delivery (In accordance with Sections 12.3 and 12.5 of the Loan Agreement)
Ermont, Inc.
216 Ricciuti Drive
Quincy, MA 02169
Attn: John Gates

Re: Loan and Security Agreement by and between SH Finance Company, LLC (“**Lender**”) and Ermont, Inc., a Massachusetts nonprofit corporation (“**Ermont**”) dated June 1, 2018 (the “**Loan Agreement**”)

Dear Ermont:

Reference is made to the above-referenced Loan Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement. Please be advised that effective as of February 22, 2021, the Loan Agreement, all other Financing Agreements, and all of Lender’s right to receive payment of the Obligations and all of Lender’s other rights, title and interest under the Loan Agreement and the other Financing Agreements will be assigned and transferred to:

Teneo Funds SPVi LLC
1253 Old Okeechobee Rd. #A4
West Palm Beach, FL 33401
Attention: Manager

Effective as of February 22, 2021, please direct all correspondence, payments and other matters to the above contact. This transfer does not affect any term or condition of the Loan Agreement or the other Financing Agreements, other than the terms directly related to the name and contact information of the Lender.

SH FINANCE COMPANY, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: _____

Name: Gary Santo
Title: President

cc:

R.J. Lyman
P.O. Box 960292
Boston, MA 02196
rjlyman@icloud.com

EXHIBIT D

Assignee's Manager's Certificate

ANNEX 1

Loan Balance

The amount of principal balance of the Loans, and outstanding accrued but unpaid interest thereon is as follows:

Principal:	\$ _____
Interest:	\$ _____

ANNEX II

Material Financing Agreements

1. Loan and Security Agreement by and between Assignor and Ermont, Inc., dated June 1, 2018.
2. Uniform Commercial Code Financing Statement - No. 201847164580 filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts

CERTIFICATE OF MANAGER

TENEO FUNDS SPVi LLC

February 22, 2021

The undersigned, Teneo Capital Management, LLC, being the duly elected, acting and qualified Manager of Teneo Funds SPVi LLC (the “**Company**”), is authorized to execute and deliver this Certificate pursuant to Section 1.3(b) of that certain Assignment Agreement, dated as of the date hereof, by and between the Company and SH Finance Company, LLC (the “**Assignment Agreement**”). Capitalized terms used not otherwise defined herein shall have the meanings as set forth in the Assignment Agreement.

The undersigned hereby certifies in its capacity as Manager of the Company, and not in any individual capacity, as follows:

1. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the resolutions of the Company’s sole Manager, authorizing and approving the execution, delivery and performance of the Assignment Agreement and the transactions contemplated thereby, which resolutions have not been modified or rescinded and remain in full force and effect as of the date hereof.
2. The representations and warranties of the Company contained in the Assignment Agreement are true and correct as of the date hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date set forth above.

MANAGER:

TENEO CAPITAL MANAGEMENT, LLC

By 

Name: Robert Leidy

Title: Member

EXHIBIT A

Resolutions

(See attached).

**ACTION BY WRITTEN CONSENT
OF THE SOLE MANAGER OF
TENEO FUNDS SPV LLC**

February 22, 2021

The undersigned, being the sole manager (the “**Manager**”) of TENEO FUNDS SPV LLC, a Delaware limited liability company (the “**Company**”), acting without a meeting pursuant to the Delaware Limited Liability Company Act, does hereby consent to the adoption of the following resolutions:

I. Assignment Agreement and other Transaction Documents

WHEREAS, reference is hereby made to that certain Assignment Agreement, dated as of the date hereof, by and between SH Finance Company, LLC (the “**Assignor**”) and the Company (the “**Assignment Agreement**”), pursuant to which the Assignor will assign certain indebtedness and other assets to the Company;

WHEREAS, the Manager deems it in the best interests of the Company to consummate the transactions contemplated thereby.

NOW THEREFORE, BE IT RESOLVED, that the Assignment Agreement and all other documents, agreements or certificates to be delivered in connection therewith (the “**Transaction Documents**”), and all transactions contemplated thereby be, and hereby are, authorized and approved;

RESOLVED, that the Manager or officers of the Company (the “**Authorized Persons**”), be, and each of them acting singly hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Transaction Documents and any and all other agreements, certificates, instruments or documents required or contemplated thereby or deemed necessary or appropriate in connection therewith, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed; and

RESOLVED, that the Authorized Persons be, and each of them acting singly hereby is, authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to the Transaction Documents and such other agreements, certificates, instruments or documents, as any such Authorized Person may approve, and the execution and delivery thereof by any of the Authorized Persons shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion.

II. Miscellaneous Resolutions

RESOLVED, that the Authorized Persons, and any of them acting singly, are hereby each authorized and directed to execute all documents and to take such action as any of such Authorized Persons may deem necessary or advisable in order to carry out and perform the purposes of the foregoing resolutions.

RESOLVED, that any actions prior to the date of the foregoing resolutions hereby taken by the persons elected as the Authorized Persons that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Written Consent to the extent signed and delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version of thereof delivered in person.

Dated as of the date set forth above.

MANAGER:

TENEO CAPITAL MANAGEMENT, LLC

By 

Name: Robert Leidy

Title: Member

M19000011684

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

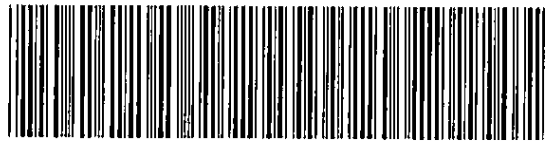
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500337788175

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2019 DEC -9 PM 4: 48

FILED

2019 DEC -9 PM 6: 24

SECRETARY OF STATE

✓

Incorporating Services, Ltd.

1540 Glenway Drive
Tallahassee, FL 32301
850.656.7956
Fax: 850.656.7953
www.incserv.com
e-mail: accounting@incserv.com

ORDER FORM

TO Florida Department of State
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303
corphelp@dos.myflorida.com
850-245-6051

FROM Courtney Dettrey
cdettrey@incserv.com
302.531.3150

REQUEST DATE 12/9/2019 **PRIORITY** Routine

ORDER ENTITY
TENEO CAPITAL MANAGEMENT, LLC

OUR REF # (Order ID#) 791687

PLEASE PERFORM THE FOLLOWING SERVICES:

TENEO CAPITAL MANAGEMENT, LLC (FL)

File the attached foreign qualification document

NOTES:

\$125.00 Authorized
Email address for annual report reminders: drogers@stellarcs.com

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,



Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY
COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Teneo Capital Management, LLC
(Name of Foreign Limited Liability Company, must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. _____
(FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration)
(See sections 605.0901 & 605.0905, F.S. to determine penalty liability)

5. 1300 Elizabeth Avenue
(Street Address of Principal Office)

6. 1300 Elizabeth Avenue
(Mailing Address)

West Palm Beach, FL 33401

West Palm Beach, FL 33401

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

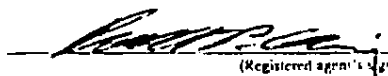
Name: Robert Leidy

Office Address: 1300 Elizabeth Avenue

West Palm Beach, Florida 33401
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:


<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name <u>Robert Leidy</u>	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member:	Address: <u>1300 Elizabeth Avenue</u>	<input type="checkbox"/> Member	Address: _____
<input checked="" type="checkbox"/> Authorized	<u>West Palm Beach, FL 33401</u>	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

FILED
 2019 DEC -9 PM 4:48
 CLERK OF CIRCUIT COURT
 PALM BEACH COUNTY, FLORIDA

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



 Signature of an authorized person

Robert Leidy

 Typed or printed name of signer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TENEO CAPITAL MANAGEMENT, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF DECEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TENEO CAPITAL MANAGEMENT, LLC" WAS FORMED ON THE EIGHTH DAY OF NOVEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.


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SECRETARY OF STATE
DELAWARE



7694868 8300

SR# 20198500922

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 204161687

Date: 12-09-19

February 22, 2021

Via Hand Delivery (In accordance with Sections 12.3 and 12.5 of the Loan Agreement)
Ermont, Inc.
216 Ricciuti Drive
Quincy, MA 02169
Attn: John Gates

Re: Loan and Security Agreement by and between SH Finance Company, LLC
("Lender") and Ermont, Inc., a Massachusetts nonprofit corporation ("Ermont") dated June 1,
2018 (the "Loan Agreement")

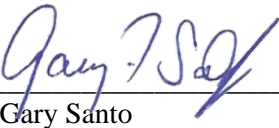
Dear Ermont:

Reference is made to the above-referenced Loan Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement. Please be advised that effective as of February 22, 2021, the Loan Agreement, all other Financing Agreements, and all of Lender's right to receive payment of the Obligations and all of Lender's other rights, title and interest under the Loan Agreement and the other Financing Agreements will be assigned and transferred to:

Teneo Funds SPVi LLC
1253 Old Okeechobee Rd. #A4
West Palm Beach, FL 33401
Attention: Manager

Effective as of February 22, 2021, please direct all correspondence, payments and other matters to the above contact. This transfer does not affect any term or condition of the Loan Agreement or the other Financing Agreements, other than the terms directly related to the name and contact information of the Lender.

SH FINANCE COMPANY, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: 
Name: Gary Santo
Title: President

cc:

R.J. Lyman
P.O. Box 960292
Boston, MA 02196
rjlyman@icloud.com

BILL OF SALE

SH Finance Company, LLC (the “Assignor”) for value received and pursuant to the terms and conditions of that certain Assignment Agreement (the “Agreement”) dated February 22, 2021 between the Assignor and Teneo Funds SPVi LLC (the “Assignee”), does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns, all of the respective right, title and interest of the Assignor to the extent set forth in the Agreement, as of the date hereof, in, to and under the Assigned Interests (as defined in the Agreement). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

This Bill of Sale is without recourse to the Assignor except as expressly provided in the Agreement, and, except as expressly provided in the Agreement, without representation or warranty by the Assignor.

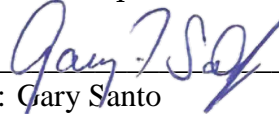
This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTED as a sealed instrument this 22nd day of February, 2021.

ASSIGNOR:

SH FINANCE COMPANY, LLC, , a Delaware
limited liability company, by its Sole
Member, SEA HUNTER THERAPEUTICS,
LLC, a Delaware limited liability company,
by its Sole Member, JJ BLOCKER CO., a
Delaware corporation

By: 
Name: Gary Santo
Title: President

ASSIGNMENT AGREEMENT

BY AND BETWEEN

SH FINANCE COMPANY, LLC,
As Assignor

and

TENEO FUND SPVⁱ LLC,
As Assignee

Dated as of February 22, 2021

ASSIGNMENT AGREEMENT, (the “**Agreement**”), dated as of February 22, 2021, by and between SH Finance Company, LLC, a Delaware limited liability company (the “**Assignor**”), and Teneo Funds SPVi LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor is party to that certain Loan and Security Agreement by and between Assignor and Ermont, Inc., a Massachusetts nonprofit corporation (“**Ermont**”) dated June 1, 2018 (the “**Loan Agreement**”), and Assignor wishes to sell and assign and the Assignee wishes to purchase and assume the Assignor’s rights and claims under the Loan Agreement and the other Financing Agreements; Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. ASSIGNMENT AND ASSUMPTION.

1.1 Assignment and Assumption. Upon the terms and subject to the conditions of this Agreement, at the closing provided for in Section 1.2 hereof (the “**Closing**”), the Assignor shall irrevocably sell, transfer and assign, and Assignee shall purchase and assume, all of the Assignor’s rights, title, interest, claims and obligations under the Loan Agreement, the other Financing Agreements and the other Assigned Interests (as defined below), in exchange for a payment of the Purchase Price plus Accrued Interest (as each is defined herein) from the Assignee to the Assignor as set forth herein. Such sale and assignment is without recourse to the Assignor except as expressly provided in this Agreement, and, except as expressly provided in this Agreement, without representation or warranty by the Assignor.

1.2 Closing. The closing of the transactions contemplated by this Agreement shall take place remotely, on the date hereof or such other date as mutually agreed to by the parties (the “**Closing Date**”). On and as of the Closing Date, (i) the Assignor shall irrevocably sell, transfer and assign to the Assignee all of Assignor’s right, title, interests and claims under and to, and all rights, powers and remedies of any kind, nature or description under or in connection with the Loan Agreement and the other Financing Agreements including, but not limited to, all rights in any Collateral granted by the Borrower that is security for the Obligations, and (ii) the Assignor shall, and shall cause its affiliates, including, without limitation, Commonwealth Alternative Care, Inc., to irrevocably sell, transfer and assign to the Assignee all of Assignor’s and its Affiliates’ right, title, interests and claims in any accounts receivable owed by Ermont (the “**A/R**”);

provided that Assignor's obligations to assign or cause the assignment of the A/R under this clause (ii) is limited, in all cases, to what Assignor is permitted to do under applicable law and any documents related to the A/R and without obtaining the consent of any third party (the foregoing clauses (i) and (ii), subject to the conditions set forth therein, are collectively referred to herein as the "**Assigned Interests**"), and in exchange, the Assignee shall pay to the Assignor the Purchase Price as set forth below by wire transfer of immediately available funds to an account or accounts designated in writing by the Assignor to the Assignee on or before the Closing Date (the "**Wire**"). Assignee accepts the assignment of the Assigned Interests on the terms and conditions set forth herein.

1.3 Closing Date Deliverables.

(a) In addition, the Assignor shall deliver on or before the Closing Date the following to the Assignee, all of which shall be in form and substance reasonably satisfactory to Assignee:

(i) if necessary in addition to this Agreement, any assignment agreements or other instruments of transfer or conveyance reasonably requested by the Assignee assigning the Assigned Interests;

(ii) a certificate executed by the sole member of the Assignor certifying (x) the resolutions duly adopted by the sole member of the Assignor authorizing and approving the execution, delivery and performance of this Agreement and (y) that such resolutions have not been rescinded or modified and remain in full force and effect as of the Closing Date, the form of which is attached hereto as Exhibit A;

(iii) a certificate of good standing for the Assignor from the Secretary of State of the State of Delaware as of a date no more than thirty (30) days prior to the Closing Date;

(iv) solely to the extent available, original versions of the Loan Agreement and all Financing Agreements set forth on Annex II hereto, or if such original versions cannot be located, a Lost Instrument Affidavit with respect thereto;

(v) UCC-3 assignment in the form attached hereto as Exhibit B and such other assignment agreements and/or instruments as are necessary to effectuate the assignment of Collateral or any of the Financing Agreements from Assignor to Assignee;

(vi) a signed original letter from Assignor to Ermont in the form attached hereto as Exhibit C, which shall advise Ermont that the Obligations will be assigned to Assignee (the “**Good-Bye Letter**”) in accordance with the requirements of Section 12.3 of the Loan Agreement;

(vii) a bill of sale selling, assigning, transferring and conveying to the Assignee all rights, title and interest of the Assignor in, to and under the Assigned Interests, all on the terms and conditions set forth in this Agreement; and

(viii) At request of the Assignee, and provided that Assignor is listed as a loss payee or insured, the Assignor will reasonably cooperate with the Assignee in executing requests to each hazard, liability, or casualty insurer issuing a policy of insurance to the Borrower, requesting an endorsement of its policy of insurance effective as of the date hereof adding the Assignee and deleting the Assignor as the loss payee or insured, as the case may be.

(b) The Assignee shall deliver at the Closing the following to the Assignor, all of which shall be in form and substance reasonably satisfactory to the Assignor:

(i) a certificate executed by the manager of the Assignee certifying that all of its representations and warranties contained in this Agreement are true and correct as of the Closing Date, the form of which is attached hereto as Exhibit D;

(ii) a certificate executed by the manager of the Assignee certifying (x) the resolutions duly adopted by the manager of Assignee authorizing and approving the execution, delivery and performance of this Agreement and (y) that such resolutions have not been rescinded or modified and remain in full force and effect as of the Closing Date, the form of which is attached hereto as Exhibit D;

(iii) a certificate of good standing for Assignee from the Secretary of State of the State of Delaware as of a date no more than thirty (30) days prior to the Closing Date; and

(iv) evidence reasonably satisfactory to Assignor that Assignee has irrevocably instructed its financial institution to initiate the Wire on the Closing Date.

1.4 Payment of Purchase Price. The “**Purchase Price**” for the Assigned Interests assigned hereunder shall be payable in cash as follows:

(a) *Closing Payment.* On the Closing Date, Assignee shall pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to Assignor.

(b) *Liquidation Proceeds Waterfall.*

(i) Assignee shall retain any Liquidation Proceeds it or any of its affiliates receives up to and including the Threshold Amount.

(ii) If Assignee or any of its affiliates receives Liquidation Proceeds over and above the Threshold Amount, such Liquidation Proceeds shall be paid as follows:

(A) *Rent Reimbursement Payments.* First, to Assignor, to reimburse Assignor in full for any payments of Rent under and as defined in the Lease paid by Assignor (i) for the months of March 2021, April 2021 or May 2021, or (ii) during any Control Period (“**Rent Reimbursement Payments**”).

(B) *Ermont Claim Payments.* Second, to Assignor, to reimburse Assignor for reasonable attorney’s fees incurred by Assignor in connection with any lawsuits, arbitrations, or litigation, whether at law or in equity, made or brought by Ermont, or any persons who control or are controlled by Ermont against the Assignor (“**Ermont Claims Payments**”), provided that any Ermont Claims Payments shall not exceed \$250,000. For the avoidance of doubt, the parties acknowledge that the Ermont Claims Payments expressly exclude any attorney’s fees incurred by Assignor in connection with any regulatory matter or action or any proceeding before any administrative body in connection with the foregoing.

(C) *Settlement Amount.* Third, to Assignee, to reimburse Assignee or any of its affiliates for the Settlement Amount.

(iii) Thereafter, if Assignee or any of its affiliates receives Liquidation Proceeds over and above the Threshold Amount plus the Rent Reimbursement Payments, Ermont Claims Payments and Settlement Amount (without double counting the Threshold Amount referenced in the foregoing subsection 1.4(b)(i), the “**Upper Threshold Amount**”), the Assignee shall pay to Assignor forty percent (40%) of all Liquidation Proceeds received

above the Upper Threshold Amount (such payment, a “**Liquidation Proceeds Payment**”) within five (5) days of receipt of any such Liquidation Proceeds.

For the avoidance of doubt, (i) if the Liquidation Proceeds received by Assignee are less than the Threshold Amount, no Rent Reimbursement Payments or Ermont Claims Payments shall be due and payable to the Assignor, (ii) if the Liquidation Proceeds received by Assignee are less than the Upper Threshold Amount, no Liquidation Proceeds Payment shall be due and payable to the Assignor, and (iii) the payment of any such Liquidation Proceeds are subject to subsection (e) of this Section 1.4.

(c) As used herein and this Agreement:

(iv) “**Liquidation Proceeds**” shall mean proceeds in any form whatsoever resulting from any payment (or repayment) of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or any of its rights or obligations thereunder, the Collateral or any other asset of Ermont (the payment (or repayment) in full of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or substantially all of the lender’s rights or obligations thereunder, a “**Liquidation Event**”) . Liquidation Proceeds will not include proceeds received as a result of an Asset Acquisition (as defined below) or from Assignee or its affiliates operating Ermont’s business; provided in such case, however, that the Liquidation Proceeds will include any proceeds from the sale of any assets acquired in an Asset Acquisition or the proceeds from the subsequent sale of Ermont’s business. Notwithstanding the foregoing, if (1) an Asset Acquisition has occurred, or Assignee or its affiliates are operating Ermont’s business, and (2) a Liquidation Event has not occurred by the fifth anniversary of the date on which the Massachusetts Cannabis Control Commission approves the transfer of Ermont’s license to operate as a Medical Marijuana Treatment Center to Assignee or an affiliate thereof thereby enabling it to operate Ermont’s business (the “Transfer Date”), a Liquidation Event will be deemed to have occurred on such fifth anniversary resulting in Liquidation Proceeds of Ten Million Dollars (\$10,000,000).

(v) “**Threshold Amount**” shall mean the sum of (1) One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), plus (2) all Expenses (as defined below) up to, but not to exceed, the Expense Cap.

(vi) “**Expenses**” shall mean (a) all costs and expenses incurred by Assignee or its Affiliates that are directly or indirectly attributable to the consummation of the transactions contemplated by this Agreement or any

transaction involving the collection, payment or repayment of the obligations outstanding under the Loan Agreement, or any sale, assignment, transfer or any other disposition of the Loan Agreement or any of Assignee's rights or obligations thereunder, the Collateral or any other asset of Ermont, (including, without limitation, all legal, accounting, brokerage, appraisal, escrow or other professional fees and expenses), **plus** (b) all fees, costs and expenses incurred by Assignee or its Affiliates, in connection with obtaining or maintaining licensing and/or regulatory compliance in connection with the foregoing or the operation of Ermont's business generally; provided, that the calculation of "Expenses" shall not include any capital expenditures incurred by Assignee or any of its affiliates in connection with the operation, growth or expansion of Ermont's business, and it is acknowledged that all such capital expenditures shall be borne by Assignee.

(vii) **"Expense Cap"** shall mean Seven Hundred and Fifty Thousand Dollars (\$750,000).

(viii) **"Settlement Amount"** shall mean any amount paid by Assignee or any of its affiliates in cash to Ermont's management team or board of directors as part of any settlement agreement relating to any transactions that result in the payment of any Liquidation Proceeds; provided that, for the purposes of this Section 1.4, the Settlement Amount shall not exceed \$250,000 without the prior written consent of Assignor, which consent shall not be unreasonably withheld, conditioned or delayed.

(ix) **"Asset Acquisition"** shall mean the acquisition by Assignee or any of its affiliates of the Collateral or other assets of Ermont including, without limitation, an asset acquisition through a foreclosure, receivership sale, or other similar proceeding.

(x) **"Lease"** means that certain Lease Agreement by and between ELDEB, LLC and Ermont, dated as of January 24, 2014, as amended.

(xi) **"Control Period"** means (i) any time that Assignee, an affiliate of Assignee or an entity controlled by Assignee owns or is in control of Ermont or the Property (as defined in the Lease), or (ii) any time that a receiver is in place and in control of the affairs of Ermont.

(d) For purposes hereof, **"Accrued Interest"** shall mean that, if the Assignee fails to make any payment of Purchase Price when due hereunder, then interest shall accrue on such payment until such payment and all Accrued Interest

is paid in full at a rate equal to eighteen percent (18%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days.

(e) Assignor and Assignee acknowledge and agree that to the extent any Settlement Amount is paid to Ermont's management team or board of directors, which such Settlement Amount reduces the amount of the Liquidation Proceeds and such Settlement Amount (up to the cap provided for in the definition of Settlement Amount) has not been accounted for in the calculation of the Upper Threshold Amount, the Liquidation Proceeds Payment and portion of Liquidation Proceeds payable to Assignee shall each be reduced on a pro rata basis. For example, if a Settlement Amount paid to Ermont's management team or board of directors equals ten percent (10%) of the Liquidation Proceeds and is below the cap, and any if Assignee or any of its affiliates receives any Liquidation Proceeds over and above the Upper Threshold Amount, then Assignee shall pay to Assignor thirty-six percent (36%) of all Liquidation Proceeds received above the Upper Threshold Amount, and Assignee shall retain fifty-four (54%) of such Liquidation Proceeds. For clarity, and in order to prevent a double-deduction to the Purchase Price, this provision is intended to only be applicable if the Settlement Amount was not accounted for in the calculation of the Upper Threshold Amount.

(f) Upon the payment in full by Assignee of the Rent Reimbursement Payments, the Ermont Claims Payments and the Liquidation Proceeds Payments, plus any Accrued Interest (if any), the Purchase Price shall be deemed to have been paid and satisfied in full and discharged, and Assignee shall owe no additional payments of Purchase Price hereunder.

(g) In the event that no liquidation event resulting in the receipt of Liquidation Proceeds has occurred on or before the third anniversary of the Transfer Date, Assignee agrees that it shall use all commercially reasonable efforts to initiate a sale process with respect to the assets of Ermont.

1.5 Security.

(a) To secure the full and punctual payment of the Purchase Price and Assignee's indemnification obligations hereunder, the Assignee hereby grants the Assignor a continuing security interest in all of the Assignor's right, title and interest in, to and under (i) the Liquidation Proceeds; (ii) any payment or repayment of the obligations outstanding under the Loan Agreement; and (iii) the proceeds and products of subsections (i) and (ii) hereof to secure prompt payment and performance of the Purchase Price (collectively, the "**Liquidation Collateral**"). This Agreement constitutes a security agreement under the uniform Commercial Code in any applicable jurisdiction and Assignor is entitled to all of the rights and remedies of a secured party thereunder. Furthermore, the Assignee shall not,

without obtaining the prior written consent of the Assignor, further pledge, assign or grant any security interest in any of the Liquidation Collateral, or permit any encumbrance to attach thereto or to be made thereon. The Assignee shall maintain the security interest created by this Section 1.5 as a first priority perfected security interest and will defend the right, title and interest of the Assignor in and to the Liquidation Collateral against the claims and demands of all other persons whomsoever. The security interest created hereby shall remain in full force and effect until payment in full of the Purchase Price and any Accrued Interest. Upon payment in full of the Purchase Price and any Accrued Interest, if any, this security interest shall terminate and the Assignor agrees to execute and deliver to Assignee or its designee such instruments and documents as may be reasonably requested by the Assignee to evidence such termination, and hereby authorizes the Assignee or its designee to take such actions as may be necessary to file or record such instruments or documents evidencing termination of the security interest in the appropriate public records. In the event Assignee obtains any third party secured financing, Assignor shall reasonably consider subordinating the security interest in the Liquidation Collateral created hereby to the security interest of any such third party financing source, but is under no obligation to do so. Assignee acknowledges and agrees that it shall be obligated to repay any such third party financing with its own funds, and any such indebtedness shall not be taken into account for purposes of calculating the Purchase Price payable to Assignor pursuant to Section 1.4.

(b) The Assignee authorizes the Assignor to file any financing statement or statements required by Assignor to establish or maintain the validity, perfection and priority of the security interest granted herein in connection with the Liquidation Collateral. The Assignee agrees that at any time and from time to time, at the expense of the Assignee, the Assignee will promptly and duly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Assignor may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Assignor to exercise and enforce its rights and remedies hereunder.

1.6 As of the Closing Date, (a) the Assignee shall be a party to the Loan Agreement, and have the rights and obligations of a Lender thereunder and under the other Financing Agreements; and (b) Assignor shall relinquish its rights and shall be released from its obligations under the Loan Agreement and the other Financing Agreements.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

The Assignor represents and warrants to the Assignee as follows:

2.1 Organization; Authority; Enforceability. The Assignor is duly organized, validly existing and in good standing under the laws of the State of Delaware. The Assignor has all requisite power and authority to enter into this Agreement and to consummate, or cause to be consummated, the transactions contemplated hereby. The execution, delivery and performance by the Assignor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Assignor. This Agreement has been duly executed and delivered by the Assignor and constitutes valid and binding obligations of the Assignor, enforceable against the Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, or as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The execution of this Agreement and the performance of the Assignor of its obligations hereunder will not conflict with or be a breach of any material provision of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which the Assignor is subject; and the Assignor has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance of this Agreement; provided however, that in each case, the Assignor makes no representation or warranty with respect to any conflicts with any regulations from the Massachusetts Department of Public Health or Cannabis Control Commission or any consent, approval or authorization, that may be required by the Massachusetts Department of Public Health or Cannabis Control Commission.

2.2 Loan Balance. Assignor represents and warrants that the amount set forth as the assigned amount of Obligations on Annex I represents the amount owed by Ermont to Assignor with respect to the Obligations, as reflected on Assignor's books and records as of the Closing Date. For the avoidance of doubt, Assignor hereby assigns all of its Obligations under the Loan Agreement to Assignee.

2.3 Collateral. Assignor represents and warrants that no Collateral is in the possession or control of Assignor or any agent or bailee thereof.

2.4 Financing Agreements and Related Documents. Assignor further represents and warrants that to its knowledge after due inquiry: (i) Annex II attached hereto sets forth a list of each material Financing Agreement, true, correct and complete copies of which have been provided to Assignee; and (ii) as of the Closing Date, there have been no amendments, modifications, forbearances, supplements or consents, whether in writing, orally or otherwise to the Financing Agreements or Loan Agreement except as otherwise provided to Assignee. Within three (3) Business Days of the Closing Date, Assignor will have exercised commercially reasonable efforts to provide to Assignee true, correct and complete

copies of all agreements, documents, correspondence and all other materials or information pertaining to the Obligations, the Financing Agreements, and the transactions contemplated hereby or thereby that is in the possession of Assignor pursuant to Section 4.9 hereunder.

2.5 Litigation. There is no pending or, to the best of Assignor's knowledge, threatened claims or litigation against the Assignor, which prohibits the Assignor from selling, transferring or assigning its rights in the Acquired Interests as set forth herein.

2.6 Assigned Interests. The Assignor is the legal and beneficial owner of the Assigned Interests, and the Assigned Interests are assigned, transferred and sold free and clear of any lien, encumbrance or other adverse claim of any kind or nature.

Except as set forth in this Article 2, the Assignor makes no representation or warranty and assumes no responsibility with respect to (a) any statements, representations or warranties made in or in connection with the Assigned Interests or any other agreement related thereto, (b) the execution (other than with respect to Assignor), validity, legality, enforceability, sufficiency, genuineness or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, Assigned Interests or any other instrument or document furnished pursuant thereto, other than this Agreement as provided in this Article 2, or any collateral thereunder, (c) the performance or observance by the Borrower (as defined in the Loan Agreement), any of its subsidiaries or affiliates or any other person of any of their respective obligations under the Assigned Interests or any other instrument or document furnished pursuant thereto or (d) the financial condition of the Borrower, any of its subsidiaries or affiliates or any other person obligated in respect of the Loan Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE.

The Assignee hereby represents and warrants to the Assignor as follows:

3.1 Organization; Authority; Enforceability. The Assignee is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary action on the part of the Assignee. This Agreement has been duly executed and delivered by the Assignee and constitutes valid and binding obligations of the Assignee, enforceable against the Assignee in

accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, or as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 No Violation; Consents and Approvals. The execution and delivery by the Assignee of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not (a) conflict with, or result in any violation of or default under, any provision of the organizational documents of the Assignee, (b) violate any judgment, order, injunction or decree or statute, law, ordinance, rule or regulation applicable to the Assignee or the property or assets of the Assignee or (c) give rise to any right of termination, cancellation or acceleration under, or conflict with, or result in any violation of or default under any note, bond, mortgage, indenture, license, agreement, capital lease or other instrument or obligation to which the Assignee is a party or by which the Assignee or its assets may be bound, which conflict, violation or default would prevent the Assignee from consummating the transaction.

3.3 The Assignee (a) shall be bound by the provisions of the Loan Agreement as Lender thereunder and shall have the obligations of Lender thereunder, from and after the Closing Date, (b) is sophisticated regarding decisions to purchase assets such as those represented by interests purchased hereunder and either it, or the person exercising discretion in making its decision to purchase the interests assigned hereunder, is experienced in acquiring assets of such type, and (c) has received a copy of the Loan Agreement and the other documents related thereto set forth on Annex II hereto, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to purchase the interests hereunder and, on the basis of such documents and information and the representations of Assignor in Article II hereof, it has made such analysis and decision independently and without reliance on the Assignor (other than to the extent set forth in this Agreement).

3.4 The Assignee agrees that (a) it will, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or refraining from taking action under the Loan Agreement, independently and without reliance on the Assignor (other than to the extent set forth in this Agreement), and (b) it will perform in accordance with their terms all of the obligations that are required to be performed by it as Lender under the Loan Agreement.

ARTICLE 4. POST-CLOSING COVENANTS.

4.1 [Reserved.]

4.2 Non-Solicitation. The Assignee agrees that it shall not, and shall cause its Affiliates not to, directly or indirectly, induce or attempt to induce any employee or consultant of the Assignor to discontinue providing services to Assignor for a period of twelve (12) months from Closing.

4.3 Taxes. The Assignor will be responsible for the preparation and filing of all tax returns of the Assignor for all tax periods prior to the Closing and will be responsible for and shall promptly pay prior to delinquency all taxes due or levied with respect to the Loan Agreement and the other Financing Agreements on or prior to the Closing Date (the “**Pre-Closing Taxes**”).

4.4 Confidential Information. Each Party receiving Confidential Information (the “**Receiving Party**”) agrees (i) to observe complete confidentiality with respect to all Confidential Information; (ii) not to disclose, or permit any access to, the Confidential Information (or any portion thereof), except to or by any representative of such Receiving Party having a need to know such Confidential Information for purposes of performing such Receiving Party’s obligations or enforcing the Disclosing Party’s obligations under this Agreement, without prior written permission of the Party disclosing such Confidential Information (the “**Disclosing Party**”), and (iii) not to use the Confidential Information except as required to perform such Receiving Party’s obligations or to enforce the Disclosing Party’s obligations under this Agreement. Notwithstanding the foregoing, if the Receiving Party is required to disclose the Confidential Information pursuant to law or governmental or judicial process, it may do so provided that (a) to the extent legally permitted, it first provides prompt written notice to the Disclosing Party in order that the Disclosing Party may have every opportunity to intercede in such process, contest such disclosure or obtain special treatment under an appropriate protective order, (b) the Receiving Party provides reasonable assistance to Disclosing Party in its efforts pursuant to subclause (a) above, and (c) the Receiving Party’s disclosure of the Confidential Information pursuant to this sentence is limited to information specifically required, in both content and manner, by such law or governmental or judicial process. In addition, notwithstanding anything to the contrary herein, Assignee may use and disclose Confidential Information as reasonably necessary in connection with (i) any litigation or other adversary proceeding involving claims related to the rights or duties of the parties under the Loan Agreement or the other Financing Agreements; and (ii) the exercise of any secured creditor remedy, including without limitation, any foreclosure, receivership, or secured party sale, under the Loan Agreement or under any other Financing Agreement’ provided, however, that prior to such use of the Confidential Information, Assignee provides as much prior written notice to Assignor as is possible under the then-existing circumstances. Assignee shall be entitled to seek appropriate protective orders or other protection in connection therewith, but after

the requisite notice is provided, Assignee may use the Confidential Information as provided for herein until Assignor receives a protective order or other protection. For purposes of this Section, “**Confidential Information**” means all information concerning Ermont under the Loan Agreement, provided that Confidential Information shall not include: (i) such information that at the time of disclosure has been generally known to the public through no fault of Assignor or its representatives or after disclosure becomes generally known to the public through no fault of Assignee, Assignor or their representatives, (ii) such information that as shown by written records was prior to disclosure in possession of the Receiving Party on a non-confidential basis, (iii) such information that is rightfully received by the Receiving Party on a non-confidential basis from third parties who were entitled to receive and transfer such Confidential Information, or (iv) information as to which counsel advises that disclosure is compelled under applicable Law. For the avoidance of doubt, this Agreement and its terms (including the pendency of the potential transaction) shall constitute Confidential Information.

4.5 Assignee’s Good Faith Obligations. Assignee agrees to act in good faith, will refrain from taking any action deliberately intended to diminish the value of the Liquidation Proceeds, and will act in a commercially reasonable manner to maximize the Liquidation Proceeds; provided, however, that nothing herein will be construed to require the operations of the Assignee to be conducted in any particular manner after the Closing or prevent or otherwise restrict the Assignee from conducting its operations in a commercially reasonable manner or fulfilling its fiduciary obligations to its equity holders.

4.6 Audit Rights. Upon reasonable prior written notice from the Assignor, the Assignor may, at its own expense and not more frequently than twice per calendar year examine or cause to be examined by an agent of the Assignor, the books of account of the Assignee solely to the extent they relate to the calculation of payments of the Purchase Price to the Assignor hereunder. If, as a result of such an audit, it is determined that there has been an underpayment of amounts due to the Assignor hereunder, the Assignee shall immediately pay to the Assignor an amount equal to the resulting underpayment. If the resulting underpayment is greater than three percent (3%) of the correct amount due hereunder, the Assignee shall immediately reimburse the Assignor for the cost of the audit.

4.7 Assignor and Assignee each hereby agree to execute such other instruments as any other party hereto may reasonably request in connection with the delivery of any notices or other additional instruments which are necessary to evidence the assignment and assumption contemplated hereby, including the execution and/or delivery by Assignor to Assignee of UCC-3 assignments and such other assignment agreements and/or instruments as are necessary to effectuate the assignment of Collateral and the Financing Agreements from Assignor to Assignee.

Any such actions by Assignor after the date hereof shall be at the sole cost and expense of Assignee. On the date hereof, Assignor hereby authorizes Assignee or its designee to file or record the Uniform Commercial Code financing statements or amendments, as applicable, attached hereto as Exhibit B in order to reflect the assignment of record to Assignee of the Loan Agreement, the other Financing Agreements and the Assigned Interests.

4.8 Assignment of Management Agreement. Reference is made to that certain Services Agreement by and between Ermont and Zolly, LLC, dated as of December 20, 2015 (the “**Services Agreement**”), which was later assigned from Zolly, LLC to Cultivo LLC on May 31, 2018 . If Assignee notifies Assignor within sixty (60) business day of the Closing Date that Assignee elects to assume the Services Agreement through an acquisition of Cultivo, both the Assignor and the Assignee shall take all actions required to effect a transfer or assignment to the Assignee of the equity interests in Cultivo for no additional consideration and on an as-is where-is basis.

4.9 Loan File. Within three (3) Business Days of the Closing Date, Assignor will provide to Assignee true, correct and complete copies of all agreements, and shall have taken commercially reasonable efforts to identify and deliver to Assignee, all other documents, correspondence and all other materials or information, pertaining to the Obligations, the Financing Agreements, and the transactions contemplated hereby or thereby that is in the possession of Assignor.

ARTICLE 5. INDEMNIFICATION

5.1 Indemnification by Assignor. The Assignor shall indemnify and hold harmless Assignee and its Affiliates and their respective directors, officers, employees, Affiliates and other persons who control or are controlled by Assignee or any of its Affiliates, and their respective agents and other representatives (collectively, the “**Assignee Indemnified Parties**”), from and against any and all loss, liability, damages, claim or expenses (including, without limitation, legal fees) paid, sustained or incurred by any of the foregoing Assignee Indemnified Parties that are based on or arise or result from any gross negligence or intentional misconduct of the Assignor in connection with the transactions contemplated by this Agreement.

5.2 Indemnification by Assignee. Assignee shall indemnify and hold harmless the Assignor and its Affiliates and their respective directors, officers, employees, Affiliates and any other persons who control or are controlled by Assignor or any of its Affiliates, and their respective agents and other representatives (collectively, the “**Assignor Indemnified Parties**”), from and against

any and all loss, liability, damages, claim or expenses (including, without limitation, legal fees) paid, sustained or incurred by any of the Assignor Indemnified Parties that are based on or arise or result from:

(a) any breach of, or inaccuracy in, any of the representations or warranties of the Assignee set forth in this Agreement; or

(b) any breach of, or failure to perform or comply with, any covenant or other agreement of the Assignee set forth in this Agreement.

5.3 Notices; Right of Parties to Defend. Promptly after the assertion of any claim that may give rise to a claim for indemnification from an indemnifying party (“**Indemnifying Party**”) under this Article 5, an indemnified party (“**Indemnified Party**”) shall notify the Indemnifying Party in writing of such claim.

5.4 Additional Limitations. Neither the Assignor nor any of its affiliates shall have any liability for any inaccuracy in or breach of any representation or warranty contained herein if the Assignee or any of its managers (including the ultimate individuals who control any manager), officers, employees, attorneys or other representatives or advisors had actual knowledge on or before the Closing Date that such representation or warranty was inaccurate or breached.

ARTICLE 6. MISCELLANEOUS.

6.1 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNMENT OF THE ASSIGNED INTERESTS IS PROVIDED “AS-IS” AND THE ASSIGNOR AND ITS AFFILIATES MAKE (AND HEREBY EXPRESSLY DISCLAIM) ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ASSIGNEE IS AWARE OF THE PROHIBITION ON ASSIGNMENT IN THE SUPPLY AGREEMENT RELATED TO THE A/R ERMONT OWES TO COMMONWEALTH ALTERNATIVE CARE, INC. AND ACKNOWLEDGES THAT THE ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY THAT THE ASSIGNMENT OF THE A/R REFERENCED HEREUNDER OR PURSUANT TO ANY OTHER INSTRUMENT CONTEMPLATED HEREBY IS VALID OR ENFORCEABLE. FURTHERMORE, THE ASSIGNEE IS AWARE THAT THE ENTITIES PARTY TO THE LOAN AGREEMENT ARE REGULATED BY THE MASSACHUSETTS CANNABIS CONTROL COMMISSION (THE “CCC”) AND ACKNOWLEDGES THAT ASSIGNOR IS NOT RESPONSIBLE FOR ANY ACTION OF THE CCC OR ANY

OTHER GOVERNMENTAL AUTHORITY AFFECTING ASSIGNEE FROM ENFORCING THE RIGHTS GRANTED PURSUANT TO THE LOAN AGREEMENT.

6.2 Further Assurances. From time to time after the Closing Date, at the reasonable request of the other party hereto and at the expense of the party so requesting, the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate the transactions contemplated hereby.

6.3 Notices. All notices, requests, demands, waivers and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered (i) by hand (including by reputable overnight courier), (ii) by mail (certified or registered mail, return receipt requested) or (iii) by email followed by overnight courier:

(a) If to Assignor, to:

SH Finance Company, LLC
Attn: President
2801 E. Camelback Rd. #180
Phoenix, AZ 85016

with a copy (which shall not constitute notice) to:

TILT Holdings, Inc.
Attn: Legal Department
2801 E. Camelback Rd. #180
Phoenix, AZ 85016

(b) If to Assignee, to:

Teneo Funds SPV LLC
1253 Old Okeechobee Rd. #A4
West Palm Beach, FL 33401
Attention: Manager

with a copy (which shall not constitute notice) to:

Burns & Levinson LLP
125 High Street
Boston, MA 02110

Attention: Frank A. Segall
Email: fsegall@burnslev.com

or to such other person or address as any party shall specify by notice in writing to the other party. All such notices, requests, demands, waivers and communications shall be deemed to have been given (i) on the date on which so hand-delivered, (ii) on the third business day following the date on which so mailed and (iii) on the date on which emailed and confirmed, except for a notice of change of address, which shall be effective only upon receipt thereof.

6.4 Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the Assignor and Assignee. Any failure of the Assignor to comply with any term or provision of this Agreement may be waived by the Assignee, and any failure of the Assignee to comply with any term or provision of this Agreement may be waived by Assignor, at any time by an instrument in writing signed by or on behalf of such other parties, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

6.5 Entire Agreement. This Agreement and the exhibits, schedules and other documents referred to herein which form a part hereof contain the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, oral and written, with respect to its subject matter.

6.6 Publicity. The parties hereto shall not issue any report, statement or press release or otherwise make any public statement with respect to this Agreement and the transactions contemplated hereby without prior consultation with and approval of the other parties, except as may be required by law or may be required by Assignee to enforce any rights and remedies under the Loan Agreement or any other Financing Agreements. Assignor and its affiliates will file a press release in connection with the Closing, and will offer Assignee an opportunity to review and provide comments to such press release.

6.7 Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law.

6.8 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns. Except as contemplated herein, neither this Agreement, the Loan Agreement, nor any of the rights, interests or obligations hereunder or thereunder shall be assigned, directly or indirectly, by the Assignee without Assignor's prior written connection; provided however, that Assignee shall be permitted to assign this Agreement and any of its rights, interest or obligations hereunder to a subsidiary or affiliate of Assignee without the consent of Assignor provided that after such assignment both Assignee and the subsidiary or affiliate to which the assignment is made are jointly and severally liable for all obligations to Assignor hereunder. Any such assignment by the Assignee in contravention of the foregoing shall be void and ineffectual and shall not bind or be recognized by the Assignor. The Assignor may assign this Agreement and any of its rights, interests or obligations hereunder without the consent of the Assignee.

6.9 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Agreement.

6.10 Fees and Expenses. Whether or not the transactions contemplated hereby are consummated pursuant hereto, each party hereto shall pay all fees and expenses incurred by it or on its behalf in connection with this Agreement, and the consummation of the transactions contemplated hereby.

6.11 Counterparts. This Agreement may be executed in counterparts, (and any counterpart may be executed by portable document format (pdf) or facsimile signature(s)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.12 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement, the term "**Affiliate**" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

6.13 Forum; Service of Process. Any legal suit, action or proceeding brought by any party or any of its affiliates arising out of or based upon this Agreement shall only be instituted in state court in Suffolk County, Commonwealth of Massachusetts, and each party waives any objection which it may now or hereafter

have to the laying of venue of any such proceeding, and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

6.14 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts.

6.15 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS OR HIS, AS THE CASE MAY BE, LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6.16 Attorneys' Fees, Costs and Expenses. In any action or proceeding between the Assignor and the Assignee arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

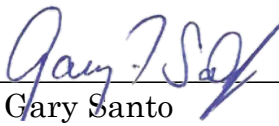
6.17 Broker's Commissions. No broker's or finder's or placement fee or commission will be payable to any broker or agent engaged by the parties hereto or any of their respective officers, directors or agents with respect to the transactions contemplated by this Agreement. Assignor agrees to indemnify Assignee and hold it harmless from against any claim, demand or liability for broker's or finder's or placement fees or similar commissions, whether or not payable by the Assignor, alleged to have been incurred in connection with such transactions, other than any broker's or finder's fees payable to persons engaged by Assignee. Assignee agrees to indemnify Assignor and hold it harmless from against any claim, demand or liability for broker's or finder's or placement fees or similar commissions, whether or not payable by the Assignee, alleged to have been incurred in connection with such transactions, other than any broker's or finder's fees payable to persons engaged by Assignor.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

SH FINANCE COMPANY, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: 
Name: Gary Santo
Title: President

ASSIGNEE:

TENEO FUNDS SPV LLC

By: TENEO CAPITAL MANAGEMENT, LLC, its Manager

By: _____
Name: Robert Leidy
Title: Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

SH FINANCE COMPANY, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: _____


Name: Gary Santo

Title: President

ASSIGNEE:

TENEO FUNDS SPV I LLC

By: TENEO CAPITAL MANAGEMENT, LLC, its Manager

By:  _____

Name: Robert Leidy

Title: Member

EXHIBIT A

Certificate of Manager of Assignor

SH FINANCE COMPANY, LLC

CERTIFICATE OF SOLE MEMBER

February 22 2021

I, Gary Santo, hereby certify that I am the duly elected or appointed President of JJ Blocker Co., a Delaware corporation (the "Ultimate Sole Member"), the Sole Member of Sea Hunter Therapeutics, LLC, a Delaware limited liability company, the Sole Member of SH Finance Company, LLC, a Delaware limited liability company (the "Company"), and hereby further certify, solely in my capacity as President of the Ultimate Sole Member and not in my individual capacity, as follows:

1. Reference is hereby made to that certain Assignment Agreement (the "Agreement") by and between the Company and Teneo Funds SPVi LLC, a Delaware limited liability company, dated of even date herewith. Capitalized terms used herein but not defined shall have the meaning given to them in the Agreement.

2. Attached hereto as Exhibit A are true and complete copies of all resolutions of the Sole Member of the Company authorizing the execution, delivery, and performance of the Agreement and the other agreements, instruments, and documents required to be delivered in connection with the Agreement or at the Closing (collectively, the "Transaction Documents") to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect.

3. The resolutions attached as Exhibit A have not been rescinded or modified and remain in full force and effect as of the Closing Date.

This certificate, to the extent delivered by means of electronic mail, shall be treated in all manner and respects as an original Certificate and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first set forth above.

SEA HUNTER THERAPEUTICS, LLC, a
Delaware limited liability company, by its Sole
Member, JJ BLOCKER CO., a Delaware
corporation

By: _____
Name: Gary Santo
Title: President

EXHIBIT A
Resolutions

WRITTEN CONSENT OF THE SOLE MEMBER
OF
SH FINANCE COMPANY, LLC

The undersigned sole member (the “Member”) of SH FINANCE COMPANY, LLC, a Delaware limited liability company (the “Company”), hereby consents to and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act Section 18-302(d) and in accordance with the Operating Agreement of the Company (the “Operating Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Operating Agreement.

ASSIGNMENT OF ERMONT LOAN

WHEREAS, the Company has previously entered into that certain Loan and Security Agreement with Ermont, Inc., a Massachusetts nonprofit corporation, dated June 1, 2018 (the “LSA”); and

WHEREAS, the Member believes it to be in its best interest and that of the Company that it assign its rights under the LSA to a third party for value;

NOW, THEREFORE, BE IT RESOLVED, that the Company enter into and perform its obligations under the assignment agreement substantially in the form attached hereto as Exhibit A (the “Assignment Agreement”), with such changes thereto as the Gary Santo deems necessary or appropriate; and that Gary Santo is hereby authorized to execute and deliver, in the name and on behalf of the Company, the Assignment Agreement, the execution and delivery thereof to be conclusive evidence that the same were authorized by this resolution.

RESOLVED FURTHER, that each officer of the Company, acting singly, be and hereby is authorized to enter into, execute, seal, deliver and perform, in the name and on behalf of the Company, such other agreements, instruments, documents and certificates and take any other action as the officers, or any such officer, so acting deem necessary or appropriate in connection with the Assignment Agreement and the transactions contemplated thereby, the execution and delivery thereof to be conclusive evidence that the same were authorized by this resolution.

RESOLVED FURTHER, that any and all actions heretofore or hereafter taken in the name or on behalf of the Company in good faith by any of said persons or entities in furtherance of the purposes of the foregoing resolution or in connection with the transactions contemplated therein are hereby ratified, confirmed and adopted as the acts and deeds of the Company.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned Member has executed this written consent as of this 22nd day of February, 2021.

MEMBER:

SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: _____
Name: Gary Santo
Title: President

EXHIBIT B

UCC-3 Financing Statement Amendment

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ **CHANGE** name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ **ADD** name: Complete item 7a or 7b, and item 7c

☐ **DELETE** name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

EXHIBIT C

Good-Bye Letter

February 22, 2021

Via Hand Delivery (In accordance with Sections 12.3 and 12.5 of the Loan Agreement)
Ermont, Inc.
216 Ricciuti Drive
Quincy, MA 02169
Attn: John Gates

Re: Loan and Security Agreement by and between SH Finance Company, LLC (“**Lender**”) and Ermont, Inc., a Massachusetts nonprofit corporation (“**Ermont**”) dated June 1, 2018 (the “**Loan Agreement**”)

Dear Ermont:

Reference is made to the above-referenced Loan Agreement. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement. Please be advised that effective as of February 22, 2021, the Loan Agreement, all other Financing Agreements, and all of Lender’s right to receive payment of the Obligations and all of Lender’s other rights, title and interest under the Loan Agreement and the other Financing Agreements will be assigned and transferred to:

Teneo Funds SPVi LLC
1253 Old Okeechobee Rd. #A4
West Palm Beach, FL 33401
Attention: Manager

Effective as of February 22, 2021, please direct all correspondence, payments and other matters to the above contact. This transfer does not affect any term or condition of the Loan Agreement or the other Financing Agreements, other than the terms directly related to the name and contact information of the Lender.

SH FINANCE COMPANY, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ BLOCKER CO., a Delaware corporation

By: _____

Name: Gary Santo
Title: President

cc:

R.J. Lyman
P.O. Box 960292
Boston, MA 02196
rjlyman@icloud.com

EXHIBIT D

Assignee's Manager's Certificate

CERTIFICATE OF MANAGER

TENEO FUNDS SPVi LLC

February 22, 2021

The undersigned, Teneo Capital Management, LLC, being the duly elected, acting and qualified Manager of Teneo Funds SPVi LLC (the “**Company**”), is authorized to execute and deliver this Certificate pursuant to Section 1.3(b) of that certain Assignment Agreement, dated as of the date hereof, by and between the Company and SH Finance Company, LLC (the “**Assignment Agreement**”). Capitalized terms used not otherwise defined herein shall have the meanings as set forth in the Assignment Agreement.

The undersigned hereby certifies in its capacity as Manager of the Company, and not in any individual capacity, as follows:

1. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the resolutions of the Company’s sole Manager, authorizing and approving the execution, delivery and performance of the Assignment Agreement and the transactions contemplated thereby, which resolutions have not been modified or rescinded and remain in full force and effect as of the date hereof.
2. The representations and warranties of the Company contained in the Assignment Agreement are true and correct as of the date hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date set forth above.

MANAGER:

TENEO CAPITAL MANAGEMENT, LLC

By_____

Name: Robert Leidy

Title: Member

EXHIBIT A

Resolutions

(See attached).

**ACTION BY WRITTEN CONSENT
OF THE SOLE MANAGER OF
TENEO FUNDS SPVi LLC**

February 22, 2021

The undersigned, being the sole manager (the “**Manager**”) of TENEO FUNDS SPVi LLC, a Delaware limited liability company (the “**Company**”), acting without a meeting pursuant to the Delaware Limited Liability Company Act, does hereby consent to the adoption of the following resolutions:

I. Assignment Agreement and other Transaction Documents

WHEREAS, reference is hereby made to that certain Assignment Agreement, dated as of the date hereof, by and between SH Finance Company, LLC (the “**Assignor**”) and the Company (the “**Assignment Agreement**”), pursuant to which the Assignor will assign certain indebtedness and other assets to the Company;

WHEREAS, the Manager deems it in the best interests of the Company to consummate the transactions contemplated thereby.

NOW THEREFORE, BE IT RESOLVED, that the Assignment Agreement and all other documents, agreements or certificates to be delivered in connection therewith (the “**Transaction Documents**”), and all transactions contemplated thereby be, and hereby are, authorized and approved;

RESOLVED, that the Manager or officers of the Company (the “**Authorized Persons**”), be, and each of them acting singly hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Transaction Documents and any and all other agreements, certificates, instruments or documents required or contemplated thereby or deemed necessary or appropriate in connection therewith, and to take all actions deemed necessary or appropriate to cause the Company’s obligations thereunder to be performed; and

RESOLVED, that the Authorized Persons be, and each of them acting singly hereby is, authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to the Transaction Documents and such other agreements, certificates, instruments or documents, as any such Authorized Person may approve, and the execution and delivery thereof by any of the Authorized Persons shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion.

II. Miscellaneous Resolutions

RESOLVED, that the Authorized Persons, and any of them acting singly, are hereby each authorized and directed to execute all documents and to take such action as any of such Authorized Persons may deem necessary or advisable in order to carry out and perform the purposes of the foregoing resolutions.

RESOLVED, that any actions prior to the date of the foregoing resolutions hereby taken by the persons elected as the Authorized Persons that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Written Consent to the extent signed and delivered by means of a facsimile machine or e-mail of a PDF file containing a copy of an executed agreement (or signature page thereto), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version of thereof delivered in person.

Dated as of the date set forth above.

MANAGER:

TENEO CAPITAL MANAGEMENT, LLC

By_____

Name: Robert Leidy

Title: Member

ANNEX 1

Loan Balance

The amount of principal balance of the Loans, and outstanding accrued but unpaid interest thereon is as follows:

Principal:	\$13,139,799.94
Interest:	\$ 7,937,748.60

ANNEX II

Material Financing Agreements

1. Loan and Security Agreement by and between Assignor and Ermont, Inc., dated June 1, 2018.
2. Uniform Commercial Code Financing Statement - No. 201847164580 filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts

ASSIGNMENT

This Assignment (the “**Assignment**”), dated as of February 22, 2021, is made among Commonwealth Alternative Care, Inc., a Massachusetts corporation (“**Assignor**”) and Teneo Funds SPVi LLC, a Delaware limited liability company (“**Assignee**”), and SH Finance Company, LLC, a Delaware limited liability company, pursuant to an Assignment Agreement of even date herewith between SH Finance Company, LLC and Assignee (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings given those terms in the Agreement.

WHEREAS, under the terms of the Agreement, Assignor has agreed to convey, transfer and assign to Assignee certain assets of Assignor;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (specifically including the consideration set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of A/R. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts and shall assume, all of Assignor’s rights, title, interest, in the A/R. In connection with the transfer of the A/R, Assignor shall promptly deliver to Assignee all cash, checks, draft or other item of value representing proceeds of the A/R received by Assignor after the date hereof in the same form as received by Assignor, except for any endorsement to Assignee of a check or other instrument.
2. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of rights and obligations of Assignor and Assignee. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
3. Counterparts. This Assignment may be executed in counterparts (and any counterpart may be executed by portable document format (pdf) or facsimile signature(s)), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
4. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or

relating to this Assignment and the transactions contemplated hereby shall be governed by the laws of the Commonwealth of Massachusetts, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts.

5. The parties hereto will, from time to time upon request of the other party, execute and deliver all other agreements, instruments and writings, and take all other actions, as may reasonably be requested to effectuate the assignment of the A/R.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

COMMONWEALTH ALTERNATIVE CARE,
INC.

By: 

Name: Gary Santo

Title: Director

ASSIGNEE:

TENEO FUNDS SPVI LLC By: TENEO
CAPITAL MANAGEMENT, LLC, its Manager

By: _____

Name: Robert Leidy

Title: Member

SH FINANCE COMPANY, LLC, by its Sole
Member, SEA HUNTER THERAPEUTICS,
LLC, by its Sole Member, JJ BLOCKER CO.

By: 

Name: Gary Santo

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

COMMONWEALTH ALTERNATIVE CARE,
INC.

By: _____

Name: Gary Santo

Title: Director

ASSIGNEE:

TENEO FUNDS SPVI LLC

By: TENEO CAPITAL MANAGEMENT, LLC, its
Manager

By:  _____

Name: Robert Leidy

Title: Member

SH FINANCE COMPANY, LLC, by its Sole
Member, SEA HUNTER THERAPEUTICS,
LLC, by its Sole Member, JJ BLOCKER CO.

By: _____

Name: Gary Santo

Title: President

UCC-3 Form - TERMINATION

Original File Number: **201956976720**

FILER INFORMATION

Full name:

Email Contact at Filer: **LEGAL@TILTHOLDINGS.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **VERDANT HOLDINGS, LLC**

Mailing Address: **2801 E CAMELBACK RD SUITE 180**

City, State Zip Country: **PHOENIX, AZ 85018 USA**

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT: VERDANT HOLDINGS, LLC

Release of Guaranty

Reference is hereby made to the Loan and Security Agreement dated September 19, 2017 (the “**LSA**”), by and among VERDANT HOLDINGS, LLC, a Florida limited liability company (the “**Lender**”), VERDANT MANAGEMENT GROUP, LLC, a Massachusetts limited liability company (the “**Borrower**”) and VERDANT MEDICAL, INC., a Massachusetts nonprofit corporation (the “**Guarantor**”). Capitalized terms which are used herein without definition and which are defined in the LSA shall have the respective meanings assigned to such terms in the LSA.

On February 18, 2021, the Board of Directors of TILT Holdings, Inc., the ultimate parent of Lender, voted to decline pursuing any amounts owing under the LSA. By that certain Consent, Waiver, Approval and Release under Senior Secured Note Agreement, dated February 19, 2021, the Noteholder Representative (as therein defined), consented to the Transaction (as therein defined) and released the security interest in the LSA and the amounts due thereunder.

Based upon the foregoing, as of the date hereof, the Lender, hereby releases and forever discharges the Guarantor from any obligations it may have to the Lender as a Guarantor under the LSA.

IN WITNESS WHEREOF, the undersigned has executed this Release of Guaranty as of February 22, 2021.

VERDANT HOLDINGS, LLC, a Florida limited liability company, by its Sole Member, CULTIVO, LLC, a Delaware limited liability company, by its Sole Member, SEA HUNTER THERAPEUTICS, LLC, a Delaware limited liability company, by its Sole Member, JJ Blocker Co., a Delaware corporation.

DocuSigned by:
By: Gary Santo
Name: Gary Santo
Title: President

March 10, 2021

Via Electronic Mail

Gary Santo
President
Commonwealth Alternative Care
gsanto@tiltholdings.com

RE: Request for Information- Commonwealth Alternative Care, TILT Holdings, Inc.

Dear Mr. Santo:

In accordance with M.G.L. c.94G § 4(a)(xx) and 935 CMR 501.302.000, the Cannabis Control Commission (Commission) requests response to the following information within five (5) business days:

Document Request:

1. Documentation that demonstrates Robert Leidy or Michael Murphy's role in TILT Holdings, Inc., including, but not limited to, employment or board membership.
2. Documentation that demonstrates Robert Leidy, Teneo Capital Management LLC, or Teneo Funds SPVi LLC's equity or investments in TILT Holdings, Inc. or any of its subsidiaries, if applicable.
3. A copy of the wire transfer from Teneo Funds SPVi to SH Finance Company, LLC in relation to the Assignment Agreement dated February 22, 2021.
4. The most current and operational Management Services Agreement ("MSA") that Cultivo, LLC, a subsidiary of TILT Holdings, Inc., has with Ermont, Inc., if such agreement exists.

Within five (5) business days of this notice, please submit the requested as a consolidated PDF file to Eduardo.Guardiola@CCCMass.com, Financial Investigations Manager. Please cc Nomxolisi.Khumalo@CCCMass.com, Director of Investigations.

If you do not have any of the corresponding documentation, please notate that in the response.

Failure to cooperate with an inspection or otherwise comply with a request for information or any internal investigation shall constitute a violation of 935 CMR 501.301.000 and may result in an administrative enforcement action against the Licensee.



Sincerely,

/s/ Eduardo Guardiola

Eduardo Guardiola
Investigations Manager
Financial Investigations Team

cc: Yaw Gyebi, Jr., Chief of Investigations and Enforcement
Nomxolisi Khumalo, Director of Investigations
Andrew Carter, Associate Enforcement Counsel



March 12, 2021

Eduardo Guardiola
Investigations Manager
Financial Investigations Team
Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

RE: Request for Information - Commonwealth Alternative Care - TILT Holdings, Inc.

Dear Mr. Guardiola:

Please accept this correspondence on behalf of Commonwealth Alternative Care, Inc. and TILT Holdings, Inc. (collectively, the “**Company**”) in response to the Cannabis Control Commission’s (“CCC”) Request for Information dated March 10, 2021.

1. CCC Document Production Request: *Documentation that demonstrates Robert Leidy or Michael Murphy’s role in TILT Holdings, Inc., including, but not limited to, employment or board membership.*

Company Response: Robert Leidy separated from TILT on September 30, 2019 and has no role at the Company as an employee, board member or otherwise. A copy of Mr. Leidy’s separation agreement is attached as Exhibit A.

The Company has no record of a person named Michael Murphy being employed or otherwise affiliated with the Company.

2. CCC Document Production Request: *Documentation that demonstrates Robert Leidy, Teneo Capital Management LLC, or Teneo Funds SPVi LLC’s equity or investments in TILT Holdings, Inc. or any of its subsidiaries, if applicable.*

Company Response: According to Company records, Mr. Leidy presently owns 165,901 shares of common stock of TILT Holdings, Inc. His ownership represents .045334 percent of the 365,956,264 outstanding shares of the Company. A copy of Direct Registration (DRS) Transaction Statement for Mr. Leidy is attached as Exhibit B. In addition to this equity, pursuant to Mr. Leidy’s separation agreement with the Company, warrants were provided to him. To date, these warrants have not been exercised. See Exhibit A.

3. CCC Document Production Request: *A copy of the wire transfer from Teneo Funds SPVi to SH Finance Company, LLC in relation to the Assignment Agreement dated February 22, 2021.*

Company Response: Please see the Century Bank statement attached as Exhibit C.

4. CCC Document Production Request: *The most current and operational Management Services Agreement (“MSA”) that Cultivo, LLC, a subsidiary of TILT Holdings, Inc., has with Ermont, Inc., if such agreement exists.*

Company Response: Pursuant to the Notice of Termination and Waiver of Covenants dated August 21, 2020, there are no operational Management Services Agreement (“MSA”) that Cultivo, LLC, a subsidiary of TILT Holdings, Inc., has with Ermont, Inc.

A copy of the Notice of Termination and Waiver of Covenants as well as the prior agreements subject to the termination are attached as Exhibit D.

Should you seek additional information, please do not hesitate to contact me directly via email at adam@vicentesederberg.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam D. Fine', is positioned above a horizontal line.

Adam D. Fine, Esq.

ADF/rjr

SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (“Release” or “Agreement”) is made and entered into by and between Robert Leidy (“Employee”), and TILT Holdings Inc. (“TILT” or the “Company”) (Employee and the Company are collectively referred to as the “Parties”) as of September 30, 2019 (the “Effective Date”). This Release is intended to settle and dispose of all liability, rights, claims, demands, actions, or causes of action that Employee may have against the Company and/or its parent companies, subsidiaries, affiliated companies, divisions, directors, officers, employees, staff, agents, contractors, assigns, affiliates, members, attorneys, administrators, predecessors, successors, indemnitors, insurers, and all those for whom the above referenced parties may have legal responsibility (referred to as the “Released Parties”).

RECITALS

WHEREAS, the Parties entered into an Employment Agreement on November 21, 2018 (“2018 Employment Agreement”);

WHEREAS, the Parties wish to merge the terms of the 2018 Employment Agreement with the terms outlined in this Release;

WHEREAS, the Parties have mutually agreed to end Employee’s employment on September 30, 2019 (“Separation Date”);

WHEREAS, Employee’s position is that he is owed certain unpaid wages, including backpay;

WHEREAS, Employee served a Notice of Good Reason Resignation on August 29, 2019.

WHEREAS, the Company disputes that Employee is owed unpaid wages or that good reason exists for his resignation;

WHEREAS, Employer desires to provide Employee with benefits that Employer is not otherwise obligated to provide to assist Employee in Employee’s transition following separation and to resolve any and all disputes which may exist including, without limitation, any disputes related to Employee’s employment and separation from employment; and

WHEREAS, intending to be legally bound and in exchange for the benefits outlined in this Release, Employee desires to forever discharge, release, compromise, settle, and resolve any and all claims, disputes, controversies, demands, or causes of action of any kind against the Company that exist, may exist, or potentially could have existed as of the Effective Date including, but not limited to those relating in any way to Employee’s employment with the Company or the conclusion of that employment with the Company, or Employee’s relationship or interactions with the Released Parties.

WHEREAS, by entering this Release, the Parties agree to be legally bound by the terms set forth below in good faith.

COVENANTS

NOW THEREFORE, IN CONSIDERATION of the covenants, recitals, agreements and promises provided and identified herein, the sufficiency of which is expressly acknowledged, the Parties agree that the recitals are incorporated as if fully set forth herein, and further agree as follows:

1. **Consideration:**

- (a) The Company agrees to pay to or grant Employee (i) backpay in the amount of [REDACTED] to be paid out in seven (7) pay periods at regular payroll intervals ("Back Pay"), commencing upon next regular pay period following Separation Date and continuing in consecutive pay periods; (ii) on the first date that the Company is outside of a blackout period (as determined in accordance with applicable Company policies), the Company will issue to Employee 2,355,269.85 common share purchase warrants, with an exercise price of \$1.05 Canadian Dollars per common share, expiring on the date five (5) years from the Effective Date of this Agreement in the form attached hereto as Schedule A ("Warrants").

The payments outlined in this Section 1(a) are collectively referred to as "Severance Amount."

- (b) The Company will pay Back Pay in equal installments on each of the normally recurring Company payroll dates beginning on the first payroll date following the Separation Date provided that Employee: (1) complies with Employee's restrictive covenant obligations outlined in Section 6 of Employee's 2018 Employment Agreement, provided however, Employee's obligations under Section 6.2 (Restriction on Competition) of the 2018 Employment Agreement will be released as of the date that Employee ceases to receive Back Pay, and the Company will not seek to enforce the provisions of Section 6.2 after such time; (2) executes this Release; (3) executes the Resignation Form attached as Schedule B to this Agreement resigning from his position(s) as an employee and/or officer of the Company and any affiliated entities at such time as he is directed to do so by the Company's Chief Executive Officer. The payments shall be made by direct deposit to the bank account authorized by Employee or, in the absence of such authorization or at the Company's option, by check to Employee at his home address on file with Human Resources. Any delay in payment of the Severance Payment to Employee will not be construed as material breach of this Release, and the Company shall be entitled to thirty (30) days to cure any such delayed payment.
- (c) Employee acknowledges that Employee is not owed any further payments, salary, wages, incentive bonuses, any other type of bonuses commissions, monies or

benefits by or from the Released Parties other than what is identified in this Agreement.

- (d) Employee acknowledges and agrees that as of the Effective Date, the [REDACTED] options to purchase compressed shares of the Company granted to Employee pursuant to the Company's 2018 Stock Option and Incentive Plan Notice of Stock Option Grant dated [REDACTED] ("Stock Option Grant") are cancelled and any and all rights or entitlement to stock options or other equity to which Employee may claim legal or beneficial ownership or entitlement, including the [REDACTED] top up shares and pursuant to the Binding Letter of Intent dated May 15, 2018 ("May 15, 2018 LOI") or otherwise, are waived. Employee hereby expressly waives and releases any and all claims, rights or interest in stock options or equity in the Company in any form arising from the May 15, 2018 LOI and/or the Stock Option Grant or otherwise.
- (e) Employee agrees that Employee is responsible for all tax payments owed by Employee, except for any required withholdings or deductions made by the Company. Employee agrees to indemnify and hold harmless the Released Parties for any taxes owed, including penalties, assessed by any taxing authority based upon the tax treatment of these amounts.
- (f) As additional consideration in support of this Release, contemporaneously herewith the Parties enter into the Side Letter Agreement to Resignation and Release Agreement ("Side Letter"), attached hereto as Schedule C. The terms of the Side Letter are fully incorporated into the terms of this Release, and the Parties hereby acknowledge that the Side Letter is subject to all the terms and conditions contained in this Release.
- (g)

2. **Employee's Release.** In consideration of the covenants set forth above and the covenants herein:

- (a) Employee, on behalf of Employee, Employee's marital community, if any, and Employee's heirs, beneficiaries, and assigns, expressly releases the Released Parties from any and all claims, complaints, causes of action, and demands of any kind, whether known or unknown, which Employee has, ever has had, or may have and which are based on acts or omissions which Employee knew or should have known about at the time of the signing of this Release.
- (i) This **FULL RELEASE AND WAIVER** includes, without limitation and to the fullest extent permitted by law, all rights and claims arising under, the Equal Pay Act of 1963, 29 U.S.C. § 206, the Rehabilitation Act of 1973 (as amended), 29 U.S.C. § 701 *et seq.*, the Employee Retirement Income Security Act of 1974 (as amended), 29 U.S.C. § 1001 *et seq.*, the Fair Labor Standards Act (as amended), 29 U.S.C. § 201 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, the Civil

Rights Act of 1991, the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*, Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.*, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4211 *et seq.*, the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.*, Executive Order 11246, the Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701 *et seq.*, the Walsh-Healey Public Contracts Act, 41 U.S.C. § 35 *et seq.*, the Colorado Wage Act, C.R.S. 8-4-101 *et seq.*, and under any other federal, state, or local laws, rules, regulations, or ordinances, or any common law actions, claims, causes of action, rights, liabilities, demands or theories of recovery, including any claims for attorneys' fees. This includes any claims arising from or in any way related to Employee's employment and/or relationship with the Company and/or the Released Parties.

- (ii) This Release specifically includes any claims that Employee's spouse, if any, may have against the Released Parties.
 - (iii) Notwithstanding the foregoing, this Release does not include any claim that cannot be released or waived, as a matter of law.
 - (iv) Employee represents and warrants that Employee has not suffered any sexual harassment or sexual abuse in connection with his employment by the Company, or by any officer, manager, employee, agent, customer or supplier of the Company; that Employee is not currently aware of any facts or circumstances that would give rise to a sexual harassment or sexual abuse claim against the Company and/or any of the Released Parties; and that this Release and the Severance Amount is not a settlement or payment related to a sexual harassment or sexual abuse claim.
- (b) Other than a claim to an appropriate agency governing unemployment or workers' compensation benefits, Employee waives and releases any monetary recovery and/or benefit from any (past, present, or future) legal action, agency charge, lawsuit, claim, proceeding, or investigation against the Released Parties. Employee asserts that Employee has not filed any claims, charges, or litigation against the Released Parties to date, but acknowledges that nothing in this Release is intended to unlawfully restrict, interfere, restrain, or coerce Employee's right to file administrative charges, participate in agency investigations, or engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act.
- (c) Employee further agrees that Employee is accepting the consideration for this Release as a complete compromise of matters involving disputed issues of law and fact. Employee intends this Release to fully, finally, and forever release all known and unknown claims.

- (d) This Release does not limit Employee's ability to communicate with any governmental agencies regarding matters within their jurisdiction or otherwise participate in any investigation or proceeding that may be conducted by any government agency. This Release is not intended to affect the rights and responsibilities of governmental agencies to enforce the laws within their jurisdiction, including but not limited to the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), or any other applicable local, state, or federal agency. This means that, by signing this Release, Employee may still exercise Employee's protected right to file an administrative charge with, or participate in an investigation or proceeding conducted by, a local, state, or federal government agency. However, if a government agency commences an investigation or other legal action against the Released Parties on Employee's behalf, Employee specifically waives and releases Employee's right to recover monetary damages or other benefits or remedies of any sort whatsoever arising from the governmental action (including any legal action, agency charge, lawsuit, claim, proceeding, or investigation against the Released Parties). The aforementioned waiver of monetary damages and other benefits or remedies does not apply to the Securities Exchange Act of 1934 or the Dodd-Frank Wall Street Reform and Consumer Protection Act, if applicable. Employee acknowledges that this Release may be used by the Released Parties as a defense to any actions taken by Employee that may be in violation of this Release.
- (e) Employee represents that Employee has not filed any charge with, or participated in, an investigation or proceeding conducted by the EEOC, NLRB, or any other state, federal or local government entity or agency. Employee specifically, acknowledges and represents that Employee has already disclosed to the Company any and all information, if any, regarding any action or inaction that Employee reasonably believes, or believed to be, taken by the Released Parties and is in violation of law or may be in violation of law. To the extent Employee has not made such disclosures during Employee's employment, Employee represents such information, if any, does not or did not exist to disclose now or in the future.

3. **Confidentiality of Release.** Employee agrees to treat **all terms and conditions contained herein and all discussions leading up to this Release as strictly confidential and will not disclose them to anyone other than Employee's respective attorney, spouse, tax preparers, or as otherwise required by law ("Authorized Individuals").** Employee agrees not to disclose or publish or cause to be disclosed or published the existence, amount of, or content of the terms of this Release or the Severance Amount. If Employee discloses any such information to Authorized Individuals, Employee will advise that person or entity of the terms of the confidentiality provision of this Release and require their consent to comply with that agreement. The confidentiality of the terms and conditions contained herein is part of the consideration inducing the Company to enter into this Release. Employee agrees that this provision is a material provision to the Release, and that the Company would not have entered into this Release, but for the inclusion of this provision. Employee shall not disclose any information regarding this Release to individuals other than the Authorized Individuals, unless

written authorization has been received by Employee from the Company's Chief Executive Officer (or his designee). Violation of this Section will constitute a material breach of the Release and entitle the Company to pursue all remedies at law including, but not limited to, injunctive relief and/or the forfeiture of any amounts paid or payable pursuant to Employee pursuant to this Release.

4. **Unemployment Compensation.** If unemployment compensation is sought by Employee, the Company will report all facts, as requested by the Department of Economic Security ("DES") or any other applicable agency. The Company may, in its sole discretion, provide a copy of this Release (or portions of this Release) to the DES or any other applicable agency.

5. **Stock Options.** In exchange for Employee receiving the Severance Amount, the Warrants, and other consideration described herein, Employee acknowledges and agrees that Employee waives and relinquishes all claims, rights or interest in stock options or equity in the Company in any form, including but not limited to vested and unvested share options and other benefits and interests outlined in the May 15, 2018 LOI and/or the Stock Option Grant.

6. **Nondisparagement.** From the Separation Date and at all times thereafter, Employee agrees not to make or communicate any false and disparaging, defamatory, or derogatory comments about the Released Parties, including oral and/or written statements and comments on social networking, blogs, or internet websites.

7. **Return of the Company Property and Restrictive Covenants.** Employee agrees to immediately return and deliver all Company property including but not limited to: originals and copies of records, documents, confidential information, proprietary information, trade secrets, computer and office equipment, vehicles, tools, client property, keys, records, training manuals, models, inventory, equipment, and other items, in whatever form, in Employee's possession or control ("Company Property"). Employee acknowledges that all electronic mail, telecommunication equipment, internet and intranet systems, and all computer hardware and software used or stored on the Company property are the sole property of the Company. All electronic communications and messages on the Company's electronic communications systems are and remain the property of the Company and Employee had and has no expectation of privacy in such systems. As of the Separation Date, Employee agrees to refrain from accessing or attempting to access any Company property, including the Company's confidential or proprietary information and/or information that is password protected or contained on the Company servers or email systems. The Parties further acknowledge and agree that Employee's obligations under Section 6.2 (Restriction on Competition) of the 2018 Employment Agreement will be released as of the date that Employee ceases to receive Back Pay, and the Company will not seek to enforce the provisions of Section 6.2 after such time. The remaining provisions of Section 6 will continue in full force and effect.

8. **Employee's Personal Items.** Employee agrees that all personal items and equipment shall be removed from the Company's premises within three (3) business days, and any items left on the Company property shall be considered abandoned by Employee. Employee understands that any items or property Employee intends to take from the Company property may be subject to inspection before leaving the premises.

9. **Entire Release.** This Release constitutes the full and complete understanding of the Parties with respect to the matters contained herein. This Agreement supersedes any prior inconsistent understandings, representations, warranties, or agreements between the Parties. The Parties may modify this Release only in a writing signed by all Parties.

10. **Acknowledgement.** Employee acknowledges and agrees that Employee has read this Release in full; had reasonable time to consider its terms; consulted with legal counsel concerning its terms; and that has signed this Release without coercion and of Employee's own free will, understanding its terms, and understanding the final and binding effect of execution of this Release. Employee understands that this Release is a **FULL RELEASE AND WAIVER OF ALL CLAIMS** against the Released Parties.

11. **No Waiver.** No term or condition of this Release shall be deemed to have been waived, except by a statement in writing signed by the Party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

12. **Assignment.** The rights and obligations of the Released Parties and/or the Company shall inure to the benefit of their successors and assigns, and any other person or entity claiming through any Party to this Release. Employee's rights and obligations under this Release may not be assigned by Employee without the Company's prior written consent and Employee represents that Employee has not assigned any claims, charges, rights, or obligations to any third party. Employee warrants and represents that Employee has not pledged, sold, assigned, conveyed or otherwise transferred, in whole or in part, any claim or cause of action that Employee may have against the Released Parties.

13. **Governing Law and Jurisdiction.** The rights, obligations, and remedies, as specified under this Release, shall be interpreted and governed in all respects by the laws of the State of Colorado. The Parties agree that any action or proceeding initiated to enforce this Release shall be brought solely in the state or federal district court within Denver County in the State of Colorado, and the Parties hereby irrevocably submit to the exclusive jurisdiction of these courts.

14. **Attorneys' Fees and Costs.** The Parties will bear their own costs, attorneys' fees and other expenses incurred in connection with the preparation and/or review prior to executing this Release.

15. **No Admission of Liability.** The Release is not to be construed as an admission of liability or wrongdoing by the Released Parties, and no such representation has been made. Employee agrees, admits, and acknowledges that no representation of fact or opinion has been made by any representative thereof, either jointly, individually, or collectively, to induce this Release.

16. **Severability.** If any provision of this Release is held illegal, invalid, or unenforceable, such holding shall not affect any other provisions hereof. In the event that any provision is held illegal, invalid, or unenforceable, such provision shall be limited, deleted, or severed so as to affect the intent of the Parties to the fullest extent permitted by applicable law.

17. **Counterparts.** This Release may be executed in counterparts, one or more of which may be facsimiles, but all of which shall constitute one and the same Release.

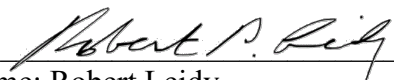
18. **Cooperation.** Employee agrees to cooperate fully, including answering reasonable requests from the Company for information, executing any supplementary documents, and taking all additional actions that might be necessary or appropriate to give full force and effect to the basic terms and intent of this Release. Employee agrees to voluntarily and fully cooperate with the Company in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding involving the Company or any affiliate with respect to matters relating to Employee's employment with, or service as an officer or director of, the Company or any affiliate or with respect to any period of time when Employee was employed by the Company or any affiliate, including any predecessor in interest. Employee will comply with the requirements of this Section, including providing testimony when requested to do so by the Company's Chief Executive Officer without the necessity of any formal legal proceedings, including but not limited to, issuance of a subpoena. Employee specifically acknowledges that the duty of cooperation hereby assumed by Employee does not terminate on the Separation Date but shall continue for a reasonable time.

19. **Tax Implications.** Employee agrees to indemnify, defend, and hold the Company harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service, or other local, state or federal governmental agencies regarding any tax obligations that may arise from the monetary consideration paid to Employee under this Release.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. You are advised to consult with an attorney before signing this Release. If you understand and agree to abide by the terms of this Release, please date and sign below.

IN WITNESS WHEREOF, the Parties have hereby approved and executed this Release on the dates appearing below.

ROBERT LEIDY

Signature: 
Printed Name: Robert Leidy
Date: September 30, 2019

Signature: 
Printed Name: Mark Scatterday
Title: Interim Chief Executive Officer, TILT Holdings, Inc.
Date: September 30, 2019

March 12, 2021

Eduardo Guardiola
Investigations Manager
Financial Investigations Team
Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

RE: Request for Information - Commonwealth Alternative Care - TILT Holdings, Inc.

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Should you seek additional information, please do not hesitate to contact me directly via email at adam@vicentesederberg.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam D. Fine', is written over a horizontal line.

Adam D. Fine, Esq.

ADF/rjr



TILT HOLDINGS INC. COMMON SHARES

ISIN: CA88688R1047

TRADING SYMBOL: TILT:CC

MIDLAND TRUST COMPANY CFBO
ROBERT LEIDY A/C 1639867
PO BOX 7520
FORT MYERS FL 33919-0520

Holder Account Number: 915
UID: 84647
Registration:
MIDLAND TRUST COMPANY CFBO
ROBERT LEIDY A/C 1639867

Direct Registration (DRS) - Transaction Statement

ACCOUNT BALANCE as of: 03/10/2021

<u>UNRESTRICTED DRS SECURITIES</u>	<u>RESTRICTED DRS SECURITIES</u>	<u>TOTAL DRS BALANCE</u>
165,901	0	165,901

ACCOUNT ACTIVITY:

<u>DATE</u>	<u>TRANSACTION</u>	<u>CHANGE</u>	<u>DRS BALANCE</u>	<u>RESTRICTION CODE(S)</u>	<u>RESTRICTION EXPIRY</u>
-------------	--------------------	---------------	--------------------	----------------------------	---------------------------

* Restriction expiry date only applicable to restriction codes where the date appears in the text of the legend below.

Restriction(s) if applicable:

For all securities related inquiries please visit www.odysseycontact.com and submit your request.

IMPORTANT INFORMATION - RETAIN FOR YOUR RECORDS

This statement is the securityholder's record of recent DRS security transaction(s) affecting the above referenced account on the books of the Issuer. It reflects the registered securityholder's DRS book-entry holdings at the time of issuance. It is neither a negotiable instrument nor a security, and delivery of this statement does not of itself confer any rights on the recipient. It should be kept with the registered securityholder's important documents as a record of ownership of these securities. No action is required. See the attached page for more information on DRS and how to transfer or deposit DRS securities or convert existing physical securities certificates to DRS. This statement is for information purposes only. In certain cases there may be restrictions that apply to your securities in addition to those seen above. Odyssey Trust Company is not responsible for any sale of securities where restrictions apply. Please contact us if you are uncertain whether your securities are restricted and/or contact the Issuer for a full copy of the rights, privileges, restrictions and conditions which may be attached to the securities class represented by this statement.

Please see important PRIVACY NOTICE over the page.

DIRECT REGISTRATION (DRS) INFORMATION SHEET

What is DRS?

Direct Registration System (DRS) is a service in which registered securities are recorded and transferred electronically without issuing paper securities certificates. Instead, securities are held in registered book-entry form i.e. recorded electronically on the books of the issuer and maintained by Odyssey Trust Company. This form of ownership permits securityholders to hold and transfer securities more easily. Securityholders still have all the traditional rights and privileges afforded to securityholders.

The DRS Advantage

Some of the benefits of holding your securities in DRS are as follows:

- DRS relieves you of the worry and responsibility of keeping track of valuable securities certificates, not to mention the time and expense of replacing them if they are lost, stolen or destroyed.
- DRS eliminates the maintenance cost of a secure place to keep your certificates.
- Under DRS, your traditional voting and other rights and benefits as a securityholder remain the same.
- DRS securities can be transferred quickly and easily without surrendering a certificate.
- DRS supports the Securities Industry's move towards certificate-less ownership and quicker trade settlement times.
- DRS has become the global standard for registered securities ownership.

Tracking Your Securities

Any movement of book-entry securities into or out of your DRS account will be reported by a DRS Transaction Confirmation mailed within approximately two business days of the transaction.

Request for Securities Certificate

To request a certificate representing all or a portion of your DRS securities at any time, complete a DRS Transaction Request Form available on our website or by contacting us (see our contact information at the top right of your DRS statement). Submit your request to Odyssey Trust Company for processing. A certificate will be mailed approximately three business days from the receipt of the request.

Converting Certificated Securities to DRS

To convert existing physical certificates to DRS, send the physical security certificate(s) along with your DRS Transaction Request Form to Odyssey Trust Company. No endorsements are required on the certificate(s). If delivering by mail, we recommend using Registered Mail.

Transferring your DRS Securities

Should you wish to transfer your DRS securities, please send your completed Securities Transfer Form, available on our website at www.odysseytrust.com or by contacting us directly (see top right of DRS statement for contact information), along with a copy of your DRS Statement to Odyssey Trust Company for processing. A DRS Transaction Statement (and certificates if applicable) will be mailed approximately three business days after receipt of the request. Please note that the Securities Transfer Form must be endorsed by all registered holders of the DRS position and must be Signature Guaranteed by an eligible guarantor with membership in an approved Medallion Signature Guarantee Program.

Transferring DRS Securities To or From a Brokerage Firm or other Financial Institution

If you elect to transfer securities from your DRS account to your brokerage firm or FI, they can facilitate this request if you provide them with the following:

- Your Odyssey Holder Account Number shown on the face of your DRS statement.
- The number of securities you wish to move from your DRS position to your brokerage/FI account,
- A Securities Transfer Form, available on our website at www.odysseytrust.com or by contacting us directly, completed by you as your written directions to deposit and/or sell your securities.

If you would like to deposit all or a portion of your DRS position with a U.S. brokerage firm, they should be able to arrange this through the facilities of their correspondent Canadian brokerage firm. In this case, provide your broker with the above information and a copy of your latest DRS statement.

PRIVACY NOTICE: At Odyssey Trust Company, we take your privacy seriously. In the course of providing services to you we receive non-public, personal information about you. We receive this information through transactions we perform for you and through other communications with you. We may also receive information about you by virtue of your transactions with the Issuer named on the front of this statement or other parties. This information may include your name, social insurance number, securities ownership information and other related information. With respect to both to current and former securityholders, Odyssey Trust Company does not share non-public personal information with any non-affiliated third party except as necessary to process a transaction, service your account or as permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you, and we maintain physical, electronic and procedural safeguards to protect your personal information. Odyssey Trust Company realizes that you entrust us with confidential personal and financial information and we take that trust very seriously. A complete copy of our Privacy Code, may be accessed at www.odysseytrust.com or you may request a copy in writing to the address shown on the face of this statement.

Transferable at the offices of Odyssey Trust Company:

Odyssey Transfer Services Inc.

Trader's Bank Tower
702 - 67 Yonge Street
Toronto ON M5E 1J8

United Kingdom Bldg
323 - 409 Granville St
Vancouver, BC V6C 1T2

Stock Exchange Tower
1230 - 300 5th Ave SW
Calgary AB T2P 3C4

March 12, 2021

Eduardo Guardiola
Investigations Manager
Financial Investigations Team
Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

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Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam D. Fine', is written over a horizontal line.

Adam D. Fine, Esq.

ADF/rjr



Our family's bank. And yours.

Date 2/26/21
Primary Account
Enclosures
R1D31E

Page 3
57744084
7

TILT Holdings Inc
Operating Account
515 North Flagler Dr Ste 1700
West Palm Beach FL 33401

Platinum Business Checking

57744084 (Continued)

DEPOSITS AND CREDITS		AMOUNT
	[REDACTED] 20210216MMQFMPEK000059 20210216MMQFMPEK000067 02161139FT01	
2/17	Wire Transfer Credit JUPITER RESEARCH LLC 2801 E CAMELBACK ROAD SUITE 180 PHOENIX AZ 85016 20210217MMQFMPEL000042 20210217MMQFMPEK000069 02171448FT01	[REDACTED]
2/18	Wire Transfer Credit PAYQWICK INC 238001 CALABASAS RD STE 1017 CALABASAS CA 91302 [REDACTED] EXERCISE WARRANTS PER ATTACHED 20210218QMGFT001001395 20210218MMQFMPEK000093 02181536FT01	[REDACTED]
2/18	Wire Transfer Credit STANDARD FARMS LLC 411 SUSQUEHANNA ST WHITE HAVEN, PA 18001 FIRST COMMONWEALTH FCU 20210218QMGFT013000428 20210218MMQFMPEK000051 02181121FT01	[REDACTED]
2/22	Wire Transfer Credit COMMONWEALTH ALTERNATIVE CARE 30 MOZZONE BLVD TAUNTON MA 02780-0000 WEEKLY WIRE FR CAC TO TILT 20210222MMQFMPEK000053 20210222MMQFMPEK000037 02221128FT01	[REDACTED]
2/22	Wire Transfer Credit BURNS & LEVINSON LLP	1,250,000.00



Our family's bank. And yours.

Date 2/26/21
Primary Account
Enclosures
R1D31E

Page 4
57744084
7

TILT Holdings Inc
Operating Account
515 North Flagler Dr Ste 1700
West Palm Beach FL 33401

Platinum Business Checking

57744084 (Continued)

DEPOSITS AND CREDITS		AMOUNT
CLIENTS FUND ACCOUNT/IOLTA ACC		
125 HIGH ST		
BOSTON MA 02110		
20210222A1B7A41C001736		
20210222MMQFMPEK000047		
02221331FT01		
2/25	Wire Transfer Credit	
	JUPITER RESEARCH LLC	
	2801 E CAMELBACK ROAD	
	SUITE 180	
	PHOENIX AZ 85016	
	20210225MMQFMPEL000006	
	20210225MMQFMPEK000020	
	02251004FT01	
MISCELLANEOUS DEBITS		AMOUNT
2/01	Wire Transfer Debit	
	AP Warehouse District LLC	
	043000096	
	1069954843	
	PO Box 530052	
	Department 1124	
	Atlanta, GA 30353	
	PNCBANK PITT	
	WILMINGTON, DE	
	20210201MMQFMPEK000128	
	20210201MMQFMPNB009125	
	02011513FT01	
2/01	Wire Transfer Debit	
	Gelber & Santillo PLLC	
	021000021	
	860472943	
	347 West 36th St	
	Suite 805	
	New York, NY 10018	
	JPMCHASE	
	NEW YORK, NY	
	20210201MMQFMPEK000127	
	20210201B1QGC01R081827	
	02011512FT01	

March 12, 2021

Eduardo Guardiola
Investigations Manager
Financial Investigations Team
Cannabis Control Commission
2 Washington Square
Worcester, MA 01604

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Adam D. Fine, Esq.

ADF/rjr

**SERVICES AGREEMENT
ERMONT, INC. | ZOLLY, LLC**

This Services Agreement ("Agreement"), effective as of DEC. 20 2015, is made by and between Zolly, LLC ("ZOLLY"), a Massachusetts limited liability company with its principal office at 11 Jefferson Street, Unit 3, Boston, MA 02116 and Ermont, Inc., a Massachusetts non-profit corporation with its principal office at 4 Meadow Road, Unit 3, Provincetown, MA 02657 ("ERMONT").

WHEREAS, ZOLLY provides bakery and laboratory-related management and consulting services (the "Services") in the medical marijuana industry with a focus on production, extraction, processing, lab testing (in addition to independent testing), packaging, sales and related services for alternative products such as edible products, ointments, aerosols, oils, and tinctures as set forth in Section 1(d) below ("Alternative Products"); and

WHEREAS, ZOLLY is the owner of and possesses the rights to intellectual property in certain methods and techniques, processes, know-how, formulas, trade secrets, process technical operations, cultivation or processing techniques, business processes and methods, software applications, or other technologies, inventions, all design, plant and patents, and other proprietary source-identifying indicia of goods and services whether or not patentable, or subject to copyright, trade secret, or other intellectual property protection used in conjunction with the Services, including the production of Alternative Products (the "Proprietary Methods and Techniques"); and

WHEREAS, ERMONT holds a provisional Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts in accordance with regulations located at 105 CMR 725.100 *et seq.* ("the Regs") promulgated by the Massachusetts Department of Public Health (the "DPH"); and

WHEREAS, ERMONT is in need of expertise in connection with its Alternative Products business and can benefit from the Services and know-how offered by ZOLLY, and therefore wishes to retain ZOLLY and obtain a limited license to its intellectual property, and ZOLLY wishes to provide such Services and license pursuant to the terms of this Agreement; and

WHEREAS, this Agreement has been negotiated by the parties in good faith and at arm's length, and each believes the fees hereunder to be equal to or less than the fair market value of the Services to be provided.

NOW, THEREFORE, for good and valuable consideration, and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Work.** ZOLLY shall provide to ERMONT the benefit of its members', employees' and contractors' experience and expertise. Any member, employee or contractor of ZOLLY that will work at the ERMONT facility must first register with the DPH as Registered Agents of ERMONT. Thereafter, ZOLLY shall assist in processing, manufacturing and preparing Alternative Products from the variety of marijuana strains that will be grown at ERMONT's cultivation facility located 216 Ricciuti Dr., Quincy, MA 02169 ("Cultivation Facility"). A description of the Services to be provided is as follows:

- a. Strain Selection: ZOLLY shall make suggestions as to which strains shall be produced. The strains will include indicas, sativas and hybrids and will be grown for the purpose of alleviating multiple medical systems pursuant to the Regs. It is currently anticipated that these strains will include, but will not be limited to: Afgooey (Indica 70%/ Sativa 30% used for pain/stress/insomnia), Arjan's Haze (Indica 20%/Sativa 80% used for chronic Pain), Cannatonic (High CBD strain used for stress, depression, inflammation, muscle spasms), Harlequin (High CBD used for strain pain, anxiety), Sour Tsunami (High CBD strain used for pain and inflammation), Fire OG (Indica 60%/Sativa 40% used for depression/stress/insomnia), Grand Daddy Purple Indica Dominant used for pain/stress/insomnia/appetite loss/muscle spasms), Blue Dream (Sativa Dominant used for pain/depression/nausea), White Widow (Indica 50%/Sativa 50% used for pain/depression/stress), Jack Herrer (Sativa Dominant used for stress/depression/pain/fatigue), Super Lemon Haze (Sativa Dominant used for stress/depression/pain), Headband (Indica Dominant used for stress/depression/pain/insomnia/anxiety/migraines) and Strawberry Cough (Sativa dominant used for anxiety/stress).
- b. Provision of Intellectual Property. While the processing, manufacturing and preparation will take place at ERMONT's 625 sq. ft. lab space located at 216 Ricciuti Dr., Quincy, MA 02169 ("MIPS Facility"), pursuant to Section 2 below, ZOLLY will provide ERMONT employees with the intellectual property to process, manufacture and prepare Alternative Products using ERMONT lab equipment.¹.
- c. Training. ZOLLY members will conduct initial and ongoing training to ERMONT employees so that ERMONT employees have the know-how to produce high quality products for patients. As part of these Services, ZOLLY will provide skilled scientists to train agents of ERMONT to operate an oils extraction system, and trained chefs who will train ERMONT to incorporate organically grown medical grade cannabis into ERMONT's products.
- d. Alternative Product Selection. ZOLLY will assist ERMONT in the selection of products containing marijuana to be produced as an alternative to smoking or vaporizing the flowers. ZOLLY's members, employees and contractors have the knowledge to select alternative/infused products that will appeal to medical use of marijuana patients, and alieve the symptoms suffered by patients who have a variety of debilitating conditions. The Alternative Products will include a variety of edibles

¹ The primary piece of equipment used to perform the Services will be a CO2 extractor ("Extractor") owned and controlled by ERMONT. ERMONT warrants that the Extractor is capable of taking the trim and flowers of the marijuana plant and creating the base to the oils, waxes and other Alternative Products. ERMONT warrants that the MIPS Facility will also contain an oven to be used for the Decarboxylation process (Decarboxylation creates a reaction that releases CO2, which speeds up the process of converting THCA to THC) for the purpose of creating tinctures

including, but not limited to, gluten free indica, sativa or hybrid infused fudge taffy, gluten free and vegan sour gummy candies in a variety of flavors, gluten free chocolate cocoa, gluten free and vegan cinnamon, peppermint and wintergreen flavored mints, chocolate-pretzel-coconut-caramel candy bars, gluten free caramels, gluten free and vegan candy drops in a variety of flavors, gluten free brownies, gluten free peanut butter crisps, and mint filled chocolate wafers, provided such products are permitted by the Regs. It is currently anticipated that the Alternative Products will also include powdered drink mixes in a variety of flavors, provided such products are permitted by the Regs. Alternative Products shall also include waxes, oils, topicals (e.g., sun screen, body lotions and ointments) and vaporizer pen cartridges.

- e. Creation of Products with Consistent Doses. ERMONT believes that consistent dosing with quality medicine is the key to having a successful infused products line and to helping patients with non-flower alternatives. ERMONT's agents will learn from ZOLLY's members, employees or contractors have the knowhow to produce extracts with Cannabinoids up to 98.6% purity to avoid patient consumption of any non-beneficial plant waxes, lipids or potentially harmful residual solvents that remain in other concentrates. ZOLLY has the knowhow to produce concentrates that test at 0.00ppm of any solvent or co-solvent; and provide pharmaceutical grade precision in dosing. Concentrate products and MIPs will cater to the needs of patients with specific ailments: i.e. THC-only products for pain relief, CBD-only products for inflammation and anxiety relief, CBN-only products for insomnia relief, etc.
- f. Lab Testing. ZOLLY will train agents of ERMONT to provide analytical testing on cannabinoid profiling and terpene profiling, and conduct microbiological screenings for mold, pesticides and fungi in accordance with the Regs. Lab testing and training described in this Agreement will be in addition to independent laboratory testing as required by 105 CMR 725.105(C)(2).
- g. Equipment and Facility Selection and Design. ZOLLY will review equipment specifications to be certain that the equipment selected by ERMONT is adequate to create the infused/alternative products that ZOLLY will suggest for patients of the Commonwealth. ZOLLY will assist in procurement of equipment so that ERMONT will obtain the best equipment at the lowest price. ZOLLY will assist with delivery and installation of equipment. ZOLLY will optimize the equipment. ZOLLY will consult with ERMONT on decisions made by ERMONT's team for the selection of the extraction and cultivation equipment so that ERMONT benefits from ZOLLY's industry experience in the selection, acquiring, installation and operation of the equipment.
- h. Equipment Maintenance. ZOLLY will maintain ERMONT's equipment and train ERMONT's employees to maintain the extraction equipment so that it runs at optimal levels.

- i. Consulting. ZOLLY shall provide ERMONT the benefit of its successful and experienced business professionals in managing and operating its Alternative Products business, bakery and laboratory through ongoing consulting services. ZOLLY will consult on sales, general operations, growth strategies, industry monitoring for innovations and best practices, quality control and marketing in connection with Alternative Products.
- j. Compliance. All Services and Intellectual Property to be provided by ZOLLY will comply with the Regs and all other applicable laws of the Commonwealth of Massachusetts.
- k. Performance Standard. ZOLLY agrees to meet or exceed the customary standards of care and professionalism expected in the industry and in its areas of expertise in performing all Services under this Agreement.

2. License Grant.

- a. Subject to the terms and conditions of this Agreement, ZOLLY hereby grants, for the Term (as defined below) a revocable, royalty-free, non-exclusive, non-transferable, and non-assignable license to ERMONT to use ZOLLY's Proprietary Methods and Techniques to create Alternative Products for marketing and sale in Massachusetts pursuant to the Regs, only as permitted by the terms of this Agreement. Consideration for such license is set forth in Section 3 below.
- b. Nothing in this Agreement shall be construed or interpreted so as to preclude ZOLLY from granting any other right or license to any third party, whether or not such party is a competitor of licensee, for the use of any of the Proprietary Methods and Techniques.
- c. The license granted under this Section 2 is specifically set forth herein, and no licenses are granted by ZOLLY to ERMONT by implication or estoppel. This Agreement shall not be construed to give Licensee any vested right, title, or interest to the Proprietary Methods and Techniques except as authorized under this Agreement.
- d. ERMONT recognizes the great legal and commercial value of the Proprietary Methods and Techniques, and acknowledges that such belongs to ZOLLY. ERMONT shall not, during the term of this Agreement or thereafter, dispute or contest the intellectual property rights of ZOLLY. ERMONT further acknowledges and agrees that the Proprietary Methods and Techniques shall be and remain the exclusive sole and complete property of ZOLLY and its designees.
- e. ERMONT acknowledges that its breach or threatened breach of this Section 2 will result in immediate, and irreparable damage to ZOLLY for which money damages alone would be inadequate to compensate ZOLLY. Therefore, in the event of a breach or threatened breach of this Section 2 by ERMONT, ZOLLY may, in addition to other remedies, immediately obtain and enforce injunctive relief

prohibiting the breach, continued breach or threatened breach or compelling specific performance of this Agreement. In the event of any breach or threatened breach of this Section 2 by ERMONT or infringement of any rights of ZOLLY, ERMONT shall reimburse ZOLLY for its reasonable attorney's fees and other related expenses.

- f. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

3. Compensation. As consideration for ZOLLY's performance of the Services and grant of the license as set forth in Section 2 above, ERMONT shall compensate ZOLLY pursuant to the Compensation Schedule below, subject to the following terms:

- a. Payment Commencement Date. ZOLLY agrees that all payment to ZOLLY under this Agreement shall be subordinate to other debts of ERMONT, including but not limited to normal business expenses, salaries, lease payments, repayment of capital contributor's principal and interest, fees to the DPH, and equipment lease payments. ZOLLY agrees that fees to ZOLLY pursuant to this Agreement will be deferred in any month in which ERMONT is unable to remain cash flow positive based on EBITDA while at the same time paying fees to ZOLLY. In the event that ERMONT may only make partial payments to ZOLLY and remain cash flow positive, only partial payments shall be made, while the remainder of the payment will be deferred until such time as ERMONT can remain cash flow positive and make the payment. In the event that ERMONT fails to make payments under this Agreement, ERMONT shall promptly provide ZOLLY with monthly audited accounting statements prepared by a mutually agreed upon third party from ERMONT to verify ERMONT's EBITDA until such time as ERMONT has made all payments outstanding to ZOLLY, deferred or otherwise. In addition, ERMONT shall permit ZOLLY and/or its authorized representatives to inspect its records, procedures and facilities and to test Products (as permitted by Regs) for compliance with this Section 3.
- b. Payment Amount. Upon such time as ERMONT is cash flow positive ("Payment Commencement Date") and thereafter during the Term of this Agreement, ERMONT shall pay the ZOLLY pursuant to the following schedule. The parties agree that the value of the Compensation described above is based on the nature of a fee for the Services to be provided by the ZOLLY, and partly in the nature of a royalty for the use of the Proprietary Methods and Techniques pursuant to this Agreement. Such payments are tied to production, not gross revenue, and will not vary based on sales prices in the Compensation Schedule as described below. ZOLLY and ERMONT agree that this Compensation Schedule reflects commercially reasonable terms that are based on Fair Market Value for the intellectual property and services being provided by ZOLLY. ZOLLY and ERMONT further agree that this compensation schedule shall be subject to approval by the DPH and the parties shall cooperate in good faith to reform this Agreement if requirement by DPH.

Compensation Schedule:

\$1.84 per ten (10) milligram extract dose in any form, and two hundred (\$200.00) dollars per pound of marijuana flowers produced² by ERMONT, not to exceed nine hundred thousand (\$900,000.00) dollars in total payments to ZOLLY in the first twelve (12) months after ERMONT's dispensary is open to patients.

\$1.79 per ten (10) milligram extract dose in any form, and one hundred seventy-five (\$175.00) dollars per pound of marijuana flowers produced by ERMONT, not to exceed one million five hundred thousand (\$1,500,000.00) dollars in total payments to ZOLLY in the second twelve (12) months after ERMONT's dispensary is open to patients.

\$1.73 per ten (10) milligram extract dose in any form, and one hundred fifty (\$150.00) dollars per pound of marijuana flowers produced by ERMONT not to exceed one million seven hundred thirty-five million (\$1,735,000.00) dollars in total payments to ZOLLY annually thereafter.

Dosages may vary in production, and ten (10) milligram may be standard depending on market need.

- c. Renegotiation of Fees. In the event that costs of production or other production related factors make the foregoing payments impossible for ERMONT, the parties agree to renegotiate the preceding fees.
- d. Taxes and Expenses. ERMONT shall be solely responsible for any excise, transfer, sales or similar tax with respect to the Alternative Products and any other of ERMONT's business operations. In addition, ERMONT shall reimburse ZOLLY for all ordinary, necessary and properly documented expenses reasonably incurred in performing the Services under this Agreement. Such payments will be made each calendar month, due and payable on or before the fifteenth (15th) day of the following month.
- e. No Deductions or Set-Offs. Compensation and any other amounts due by ERMONT under this Agreement, including expenses, shall be non-refundable and made free and clear of, and without deduction for, any set-off, claims, taxes or withholdings of any kind.

² As used in this Section 3(b), "produced" is defined as follows: the creation of marijuana flowers and infused/alternative products containing marijuana, created at the ERMONT Quincy location, by ERMONT's registered agents, utilizing any knowhow, advice, intellectual property or information provided by ZOLLY.

4. Obligations of ERMONT.

- a. ERMONT shall comply with all regulations governing RMDs in Massachusetts and all other applicable state and local laws, shall at all times operate its facilities in good standing, and shall supply evidence of its valid registration and all other relevant licenses or registrations upon request by the ZOLLY.
- b. ERMONT shall ensure that ZOLLY is given access to ERMONT's facilities at all times necessary for the ZOLLY to perform under this Agreement, provided such access is permitted by the Regs.
- c. ERMONT shall maintain its facilities and equipment in optimal working condition to ensure the cultivation and production of high-quality medicine. For purposes of this Section, optimal working condition shall mean that the facilities and equipment shall: (i) meet or exceed all required security and safety laws, codes and regulations; (ii) contain sufficient and functioning equipment for the amount of plants to be cultivated; (iii) contain sufficient, functioning and programmable temperature, CO₂, humidity and light control mechanisms; (iv) contain sufficient and functioning plant hydration systems.
- d. ERMONT shall be solely responsible for all reporting to, and communications with, all governmental agencies and representatives.

5. Obligations of ZOLLY.

- a. In carrying out its obligations under this Agreement, ZOLLY shall comply with all relevant regulations regarding Massachusetts RMDs.
- b. ZOLLY shall allow only those of its employees and subcontractors who are properly background screened and registered as agents pursuant to the Regs to perform Services for ERMONT under this Agreement, and shall ensure that any third party access that may be granted to the ERMONT's facilities by ZOLLY's personnel shall be in strict compliance with the Regs. ZOLLY shall be responsible for any such third parties at all times while they are in ERMONT's facilities.
- c. ZOLLY shall maintain general liability insurance in the amount of not less than two million (\$2,000,000.00) dollars, and shall name ERMONT as an additional insured and loss payee to the ZOLLY's insurance policy. ZOLLY shall furnish ERMONT with a current certificate of insurance evidencing such policy.
- d. ZOLLY's work shall meet or exceed industry standards.

6. Confidential Information. Each party acknowledges that it may be entrusted with confidential information belonging to the other party pursuant to or otherwise in connection with this Agreement, including, but not limited to strategies and plans, contracts, financial information, professional fee information, salary information, policies and procedures, operational matters and practices, information, research and development, marketing

materials, applications, manuals, nutrient formulas, soil formulas, chemical formulas, cultivation processes, know-how, other trade secrets, trademarks, copyrights, patents, marijuana plant genetics and strains, business and financial records, customer lists, contractor lists and other information (the "Confidential Information"). Each party agrees that it will maintain the other party's Confidential Information in a confidential manner during the term of Agreement and after the termination or expiration of this Agreement for any reason. Each party agrees that it will not disclose any Confidential Information to any person or entity not authorized in writing by the other party to receive or use such Confidential Information, and that it will not use Confidential Information of the other party for any purpose other than the purposes of this Agreement. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a statutory and/or governmental regulation or requirement, subpoena or other legal or administrative process. Upon the expiration or termination of the Agreement, each party agrees to return the other's Confidential Information. This provision shall survive the expiration or termination of this Agreement.

7. Intellectual Property.

- a. ZOLLY retains exclusive rights to, and ownership of, the Proprietary Methods and Techniques and all of ZOLLY's work product, know-how, trade secrets, statutory and common law copyrights, and other materials provided to ERMONT, disclosed to ERMONT, or otherwise used in connection with or in furtherance of the Services and/or this Agreement (the "ZOLLY pre-existing property"). ERMONT acknowledges and agrees that it will not, by virtue of this Agreement or otherwise, acquire any right in or to the Proprietary Methods and Techniques, except by license as provided herein.
- b. ERMONT acknowledges the legal validity and commercial value of ZOLLY's intellectual property, including all state and federal registrations that ZOLLY owns, obtains or acquires. ERMONT shall not, at any time, file any application for intellectual property protection with the United States Patent and Trademark Office, or with any other governmental entity, based on ZOLLY's pre-existing property. ERMONT shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of ZOLLY's brands, products, official label, or any other existing or future ZOLLY trademark based on ZOLLY's pre-existing property. ERMONT shall not object to, or file any action or lawsuit because of any use by ZOLLY of its official label or trademark for any goods or services, whether such use is by ZOLLY directly or through ERMONTs or other authorized users.
- c. ERMONT retains exclusive rights to, and ownership of, any of ERMONT's work product, know-how, trade secrets, statutory and common law copyrights, and other materials provided to ZOLLY, disclosed to the ZOLLY, or otherwise used in connection with or in furtherance of the Services and/or this Agreement (the "ERMONT pre-existing property"). ZOLLY acknowledges and agrees that it will

not, by virtue of this Agreement or otherwise, acquire any right in or to such pre-existing property of ERMONT.

- d. The parties agree that all right, title, and interest in and to all of the Alternative Products conceived, created, developed or produced using the Proprietary Methods and Techniques pursuant to this Agreement, including licenses, copyrights, trademarks, patents, and all other intellectual property rights, shall be held jointly by the parties, each of which may use, distribute, market, license, or sell such Alternative Products without the prior consent of the other. Nothing in this section 7 shall confer any right to the Proprietary Methods and Techniques to ERMONT.
 - e. Upon the expiration or termination of the Agreement, each party agrees to return, and cease to use, the other's pre-existing property and Confidential Information as soon as practicably possible. This provision shall survive the expiration or termination of this Agreement.
- 8. No Decision Making Authority.** Notwithstanding anything to the contrary in this Agreement, ERMONT shall maintain exclusive control and possession of, and shall be solely responsible for decision-making regarding all aspects of its business, including, but not limited to, the Alternative Products business, Cultivation Facility, MIPS Facility, and any other facility owned by ERMONT or under ERMONT'S control, inclusive of all related inventories. All sales of marijuana and/or alternative products shall be exclusively done by ERMONT. ZOLLY shall never hold title to or be deemed to have legal possession of ERMONT's Products, and ZOLLY shall have no control over the pricing, marketing or selling of the ERMONT's Products.

9. Representations and Warranties.

a. Representations and Warranties by ERMONT.

- i. ERMONT represents and warrants that it is in compliance with all state and local laws and requirements regarding its business, and that entering this Agreement does not conflict with any obligation or requirement to which it is subject. ERMONT further acknowledges that it believes the transaction contemplated by this Agreement reflects the fair or below fair market value for the Services and license provided. ERMONT and ZOLLY acknowledge that this Agreement is subject to approval by the DPH.
 - ii. ERMONT represents and warrants it has and will continue to maintain at all times all licenses required to cultivate, manufacture, distribute, and process marijuana pursuant to the Regs.
- b. Representations and Warranties by ZOLLY. ZOLLY represents and warrants that it is engaged in an independent business in good standing and has full right and power to enter into and perform this Agreement, and that it owns the rights to the Proprietary Methods and Techniques free and clear of any and all claims, liens or encumbrances.

10. Indemnification; Limitation of Liability.

- a. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents and affiliates from and against any loss, claim, action, damage, expense or liability, including amounts paid in settlement or compromise of any such claim, action or demand (including defense costs and attorneys' fees) resulting from any third-party claim or suit arising out of or relating to this Agreement; provided, however, that the foregoing indemnity obligation shall not apply to the extent such claim is the result of the willful misconduct or negligent act of the party seeking indemnity. This provision shall survive the expiration or termination of this Agreement.
- b. LIMITATION OF LIABILITY. ANY AND ALL ALTERNATIVE PRODUCTS PRODUCED VIA THE INTELLECTUAL PROPERTY AND MANAGEMENT SERVICES PROVIDED BY ZOLLY PURSUANT TO THIS AGREEMENT ARE "AS IS" AND WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN. EXCEPT AS SET FORTH HEREIN, ZOLLY SHALL NOT BE LIABLE TO ERMONT OR ITS CUSTOMERS FOR ANY LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND OR NATURE THAT MAY ARISE FROM OR IN CONNECTION WITH ANY SALE OR USE OF THE ALTERNATIVE PRODUCTS DESCRIBED HEREIN BY ZOLLY, OR ANY MARIJUANA OR OTHER PRODUCT OR SERVICE OF ERMONT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT.

11. Term and Termination.

- a. Term. The term of this Agreement shall be for ten (10) years unless terminated earlier as expressly provided herein.
- b. Termination. Either party may terminate this Agreement "For Cause" after providing the other party thirty (30) days' written notice. For purposes of this provision, "Cause" shall include: (i) breach of this Agreement by the other party that remains uncured for thirty (30) days; (ii) notice by the applicable regulatory authorities that this Agreement must be terminated; (iii) violation of any material regulation by a party after the delivery of written notice of the occurrence of such violation and the failure by the other party to cure said violation for 30 days; (iv) ERMONT's loss of its Registration to operate a RMD; (v) the inability of either party to perform under the Agreement due to bankruptcy or receivership; (; (viii) any principal or affiliate of either Party becomes the subject of threatened or actual federal prosecution or action.
- c. Effect of Termination. Upon termination of this Agreement for any reason, all compensation, fees, and expenses due to ZOLLY in connection with Services provided before the date of termination shall become immediately due and

payable to ZOLLY, unless termination is due to a breach of this Agreement by ZOLLY.

12. Relationship of Parties. This Agreement establishes between ZOLLY and ERMONT an independent contractor relationship and all the terms and conditions of this Agreement shall be interpreted in light of that relationship. ZOLLY shall be solely responsible for determining the method, details and means of performing the Services to be provided hereunder in accordance with the terms of this Agreement. Employees, subcontractors, partners and agents of ZOLLY are not and shall not be employees of ERMONT unless specifically designated as such, and ERMONT shall have no obligation or liability with respect to payroll taxes, wage and hour or employment laws with respect to such persons. It is not the intention of the parties to create, nor shall this Agreement be construed as creating a partnership, joint venture, agency relationship, employee-employer relationship or association, or render the parties liable as partners, co-venturers, agents, principals, employers or employees.

13. Notices. Any notices required or permitted hereunder shall be in writing and shall be personally delivered or sent by mail, Federal Express or similar courier service, all of which shall be effective upon receipt. Notices sent by mail or courier shall be addressed as follows:

If to ZOLLY: Zachary Harvey, 11 Jefferson Street, Unit 3, Boston, MA 02116

If to ERMONT: John Hudson, 4 Meadow Road, Unit 3, Provincetown, MA 02657

14. Assignment. Other than as explicitly provided for in this Agreement, this Agreement may not be assigned by either party without the other's prior written consent, and any such attempted assignment shall be void and of no effect.

15. Subcontractors. ZOLLY may hire or employ subcontractors to perform certain of ZOLLY's obligations under this Agreement, provided however, that it shall first obtain ERMONT's written consent to do so (which consent shall not be unreasonably withheld), and all subcontractors must pass all required background checks and comply with any applicable Regs. Any subcontractors hired or employed by ZOLLY must agree to be bound by the ZOLLY's confidentiality and other obligations hereunder.

16. DPH Approval. The validity and enforceability of this Agreement shall be expressly contingent upon approval by the DPH. The parties shall consider such approval to have been given if, after reviewing this Agreement, the DPH permits ERMONT to continue to the next phase in the RMD Registration process. The parties agree that in the event that the DPH provides notice that this Agreement must be reformed to be valid, the parties will negotiate in good faith to conform this Agreement to any guidance provided.

17. Severability. Other than by reason of lack of approval from the DPH, should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect

the other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

- 18. Waiver of Breach.** A waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or different breach by the other party.
- 19. Force Majeure.** Neither party shall be held liable or responsible for failure or delay in fulfilling or performing any obligation of this Agreement in the event such failure or delay is due to acts of God, governmental regulations or actions, inability to obtain material, labor, equipment or transportation or any other condition beyond the reasonable control of the affected party, provided such party has taken commercially reasonable steps to avert such causes or conditions. Each party agrees to give the other party prompt written notice of the occurrence and the nature of any such condition, and the extent to which the affected party will be unable to fully perform its obligation hereunder. Each party further agrees to use all reasonable efforts to correct the condition as quickly as possible.
- 20. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to the principals of conflicts of law thereof. The parties expressly waive any defense to enforcement based upon nonconformance with federal law.
- 21. Dispute Resolution.** For any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, the Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Paragraph shall apply. Following good faith attempts to resolve the dispute, the parties agree to participate in at least four hours of mediation. The parties agree to share equally in the costs of the mediation. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. In the event that good faith attempts of resolution and mediation fail to provide a resolution to the dispute, resolution of the dispute shall be determined by arbitration in Boston, Massachusetts before one arbitrator. The arbitration shall be administered by the American Arbitration Association or JAMS. Judgment on the Award may be entered in any court having jurisdiction.
- 22. Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement nullifies, replaces and supersedes all other agreements between

the parties and/or their officers, directors, parent corporations, and subsidiaries relating to the subject matter contained herein.

23. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

24. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first set forth above.

ERMONT, INC.

By: _____

Name: John D. Hudson

Title: President & Director

ZOLLY, LLC

By: _____

Name: Zachary Harvey

Title: Manager

Witness: _____

By: _____

Name: _____

Date: _____

Witness: _____

By: _____

Name: _____

Date: _____

NOTICE OF TERMINATION AND WAIVER OF COVENANTS

THIS NOTICE OF TERMINATION AND WAIVER OF COVENANTS (the “Notice and Waiver”) is entered into this 21st day of August, 2020, in favor of Ermont, Inc. (the “Company”) by Cultivo, LLC (“Cultivo”) and SH Finance Company, LLC (“SH Finance” and, with its respective affiliates, successors, and assigns, the “TILT Group”) to be made effective as of the date hereof. The Company and the TILT Group are referred to collectively herein as the “Parties,” and each individually, as a “Party.”

WHEREAS, the Company and Zolly, LLC (“Zolly”) entered into that certain Services Agreement dated December 20, 2015 (the “Zolly Agreement”);

WHEREAS, the Massachusetts Department of Public Health approved the Zolly Agreement pursuant to its regulatory authority (the “DPH Approval”);

WHEREAS, pursuant to an Assignment dated May 31, 2018, Zolly assigned its rights, titles, interests in and obligations under the Zolly Agreement to Cultivo;

WHEREAS, notwithstanding the DPH Approval, TILT desires to terminate the Zolly Agreement with the intent to alleviate any suggestion or impression that TILT Group exercises “control” over the Company as that concept is set forth in 935 CMR 501.000 *et seq.*;

WHEREAS, the Company and SH Finance are parties to that certain Loan and Security Agreement dated June 1, 2018 (the “LSA”);

WHEREAS, Section 12.8 of the LSA states that the Parties agree that the LSA nor any agreements contemplated therein are intended to provide or establish control (as that concept is understood in the regulations of the Massachusetts Department of Public Health or the Cannabis Control Commission);

WHEREAS, for purposes of clarity with regard to the nature of the relationship between TILT Group and the Company, TILT Group desires to waive certain covenants of the LSA with the intent to alleviate any suggestion or impression that TILT Group exercises “control” over the Company as that concept is set forth in 935 CMR 501.000 *et seq.*;

WHEREAS, Section 12.8 of the LSA provides that the Parties shall amend the LSA in the event that a determination of “control” would be likely, “provided that the Parties shall work in good faith to maintain the original intent of the Parties.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the TILT Group, hereby waives and covenants as follows:

1. Termination. The Zolly Agreement shall terminate effective immediately. In the event that notice is required for termination, this Notice and Waiver shall constitute such notice.

2. Waiver. SH Finance hereby waives compliance by the Company with the covenants contained in Subsections 9.7(e), 9.7(f), 9.7(g) and 9.7(j) and Section 9.12 of the LSA

and further covenants not to enforce such covenants. SH Finance expressly retains all other rights granted to it by the LSA unless expressly waived in this Notice and Waiver.

3. Governing Law. This Notice and Waiver shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules concerning conflicts of laws.

4. Counterparts, Signature Pages and Electronic Signatures. This Notice and Waiver may be entered into by original, electronic or facsimile signature, or by signing, scanning, and e-mailing the originally signed document or the signature pages of the document, and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one original instrument.

5. Severability. If a court of law holds any provision of this Notice and Waiver to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Notice and Waiver shall not be affected thereby.

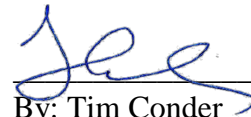
6. Headings. The titles or headings of provisions hereof are for convenience only and do not form a part of this Notice and Waiver.

[Signature Pages Follow]

IN WITNESS WHEREOF, the TILT Group has executed this Notice and Waiver as of the date in the heading on the first page.

TILT GROUP:

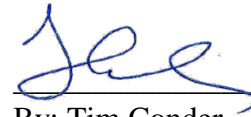
SH FINANCE COMPANY, LLC

A handwritten signature in blue ink, appearing to read 'Jee', is written over a horizontal line.

By: Tim Conder

Title: Chief Operating Officer

CULTIVO, LLC

A handwritten signature in blue ink, appearing to read 'Jee', is written over a horizontal line.

By: Tim Conder

Title: Chief Operating Officer

ASSIGNMENT

This Agreement (the "Assignment"), dated as of May 31, 2018, is made between Cultivo, LLC, a Delaware limited liability company ("Assignee") and Zolly, LLC, a Massachusetts limited liability company ("Zolly") pursuant to an Assignment Agreement between Assignee and Zolly of even date (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given those terms in the Agreement.

WHEREAS, under the terms of the Agreement, Zolly has agreed to convey, transfer and assign to Assignee certain assets of Zolly;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (specifically including the consideration set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Service Agreement. Zolly hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts and shall assume, all of Zolly's rights, title, interest, in and obligations under the Services Agreement arising from and after the date hereof.
2. Assignment of IP. Zolly hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Zolly's right, title and interest in and to the Intellectual Property Rights.
3. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Zolly and the Assignee. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CULTIVO LLC

ZOLLY, LLC

By: 

Name:

Title:

Name:

Title:

ASSIGNMENT

This Agreement (the "Assignment"), dated as of May 16, 2018, is made between Cultivo, LLC, a Delaware limited liability company ("Assignee") and Zolly, LLC, a Massachusetts limited liability company ("Zolly") pursuant to an Assignment Agreement between Assignee and Zolly of even date (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given those terms in the Agreement.

WHEREAS, under the terms of the Agreement, Zolly has agreed to convey, transfer and assign to Assignee certain assets of Zolly;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (specifically including the consideration set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Service Agreement. Zolly hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts and shall assume, all of Zolly's rights, title, interest, in and obligations under the Services Agreement arising from and after the date hereof.
2. Assignment of IP. Zolly hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Zolly's right, title and interest in and to the Intellectual Property Rights.
3. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Zolly and the Assignee. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CULTIVO LLC

By: _____
Name: _____
Title: _____

ZOLLY, LLC
By:  _____
Zach Harvey, Manager

Cannatech Medicinals, Inc.

0105-COO-03-0121

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Cannatech Medicinals, Inc.

License Number	License Type
MC282690	Cultivator
MP281858	Production Manufacturer
RMD1105	Medical Marijuana Treatment Center

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Zachary S. Arrick	Director on the Board of Directors of iAnthus
Denyelle G. Bruno	Director on the Board of Directors of iAnthus
Scott H. Cohen	Director on the Board of Directors of iAnthus
Marco D'Attanasio	Director on the Board of Directors of iAnthus
Michelle J. Mathews-Spradlin	Director on the Board of Directors of iAnthus
Alexander A. Shoghi	Director on the Board of Directors of iAnthus
Robert Galvin	Interim Chief Executive Officer and Director on the Board of Directors of iAnthus
Jason M. Adler	Managing member of GGP
Seth H. Fischer	Founder and Chief Investment Officer of Oasis Mgt.
Richard R. Mashaal	Chief Executive Officer and Co-Chief Investment Officer of Senvest Mgt.
Brian M. Gonick	Co-Chief Investment Officer of Senvest Mgt.

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
Gotham Green Credit Partners SPV I, L.P.	10% or greater Equity Holder in Mayflower's ultimate parent company,

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	iAnthus. Proposed percentage of ownership and control: As a 14.9% Equity Holder of iAnthus; Gotham Green Credit Partners SPV I, L.P. will be a 14.9% indirect owner of Mayflower.
Oasis Investments II Master Fund Ltd.	10% or greater Equity Holder in Mayflower's ultimate parent company, iAnthus. Proposed percentage of ownership and control: As a 20.3% Equity Holder of iAnthus; Oasis Investments II Master Fund Ltd. will be a 20.3% indirect owner of Mayflower.
Senvest Master Fund, LP	10% or greater Equity Holder in Mayflower's ultimate parent company, iAnthus. Proposed percentage of ownership and control: As a 14.9% Equity Holder of iAnthus; Senvest Master Fund, LP will be a 14.9% indirect owner of Mayflower.
Gotham Green Partners, LLC ("GGP")	Investment fund manager of six equity holders in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: GGP will own 0% of iAnthus. Manage and make decisions on behalf of each of the six GGP affiliated entities that will collectively own 41.1% of iAnthus
Oasis Management Ltd. ("Oasis Mgt.")	Investment fund manager of one equity holder in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: Oasis Mgt. will own 0% of iAnthus. manage and make decisions on behalf of Oasis which will own 20.3% of iAnthus.
Senvest Management LLC ("Senvest Mgt.")	Investment fund manager of two equity holders in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: Senvest Mgt. will own 0% of iAnthus. Manage and make decisions on behalf of Senvest Master and Senvest Global, which in turn will collectively own approximately 17% of iAnthus.



5. Background checks were conducted on all proposed parties and no suitability issues were discovered.
6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.
7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Commonwealth Alternative Care, Inc.
0098-COO-02-1122

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Commonwealth Alternative Care, Inc.

License Number	License Type
Provisional License	Medical Marijuana Treatment Center

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Not applicable.

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
JJ Blocker Co.	Entity with Direct or Indirect Control
Jimmy Jang L.P.	Entity with Direct or Indirect Control

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.

RECOMMENDATION



Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Holland Brands NA, LLC 0092-COO-03-0121

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Holland Brands NA, LLC

License Number	License Type
MR283288	Retail

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Geoffrey Caraboolad	Owner and Member of Board of Managers for Native Sun Holdings, LLC
Geoffrey Bernstein	Owner, CFO, Treasurer, Secretary and Member of Board of Managers for Native Sun Holdings, LLC

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
Native Sun Holdings, LLC	Sole Member of Holland Brands NA, LLC

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.



RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Mayflower Medicinals, Inc.
0086-COO-03-1220

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Mayflower Medicinals, Inc.

License Number	License Type
MC281343	Cultivator
MP281480	Production Manufacturer
MR282155	Retail
MR281256	Retail
RMD425	Medical Marijuana Treatment Center
MTC Provisional License	Medical Marijuana Treatment Center

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Zachary S. Arrick	Director on the Board of Directors of iAnthus
Denyelle G. Bruno	Director on the Board of Directors of iAnthus
Scott H. Cohen	Director on the Board of Directors of iAnthus
Marco D'Attanasio	Director on the Board of Directors of iAnthus
Michelle J. Mathews-Spradlin	Director on the Board of Directors of iAnthus
Alexander A. Shoghi	Director on the Board of Directors of iAnthus
Robert Galvin	Interim Chief Executive Officer and Director on the Board of Directors of iAnthus
Jason M. Adler	Managing member of GGP
Seth H. Fischer	Founder and Chief Investment Officer of Oasis Mgt.
Richard R. Mashaal	Chief Executive Officer and Co-Chief Investment Officer of Senvest Mgt.
Brian M. Gonick	Co-Chief Investment Officer of Senvest Mgt.

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

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Entity	Role
Gotham Green Credit Partners SPV I, L.P.	10% or greater Equity Holder in Mayflower's ultimate parent company, iAnthus. Proposed percentage of ownership and control: As a 14.9% Equity Holder of iAnthus; Gotham Green Credit Partners SPV I, L.P. will be a 14.9% indirect owner of Mayflower.
Oasis Investments II Master Fund Ltd.	10% or greater Equity Holder in Mayflower's ultimate parent company, iAnthus. Proposed percentage of ownership and control: As a 20.3% Equity Holder of iAnthus; Oasis Investments II Master Fund Ltd. will be a 20.3% indirect owner of Mayflower.
Senvest Master Fund, LP	10% or greater Equity Holder in Mayflower's ultimate parent company, iAnthus. Proposed percentage of ownership and control: As a 14.9% Equity Holder of iAnthus; Senvest Master Fund, LP will be a 14.9% indirect owner of Mayflower.
Gotham Green Partners, LLC ("GGP")	Investment fund manager of six equity holders in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: GGP will own 0% of iAnthus. Manage and make decisions on behalf of each of the six GGP affiliated entities that will collectively own 41.1% of iAnthus
Oasis Management Ltd. ("Oasis Mgt.")	Investment fund manager of one equity holder in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: Oasis Mgt. will own 0% of iAnthus. manage and make decisions on behalf of Oasis which will own 20.3% of iAnthus.
Senvest Management LLC ("Senvest Mgt.")	Investment fund manager of two equity holders in iAnthus, Mayflower's ultimate parent company. Proposed percentage of ownership and control: Senvest Mgt. will own 0% of iAnthus. Manage and make decisions on behalf of Senvest Master and



	Senvest Global, which in turn will collectively own approximately 17% of iAnthus.
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5. Background checks were conducted on all proposed parties and no suitability issues were discovered.
6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.
7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Native Sun MFG, LLC
0093-C00-01-0121

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Native Sun MFG, LLC

License Number	License Type
MC281599	Cultivator
MP281433	Product Manufacturer

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Geoffrey Caraboolad	Owner and Member of Board of Managers for Native Sun Holdings, LLC
Geoffrey Bernstein	Owner, CFO, Treasurer, Secretary and Member of Board of Managers for Native Sun Holdings, LLC

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Not applicable.

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

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1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Native Sun Wellness, Inc.
0094-COO-01-0121

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Native Sun Wellness, Inc.

License Number	License Type
MR281800	Retail

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Geoffrey Caraboolad	Owner and Member of Board of Managers for Native Sun Holdings, LLC
Geoffrey Bernstein	Owner, CFO, Treasurer, Secretary and Member of Board of Managers for Native Sun Holdings, LLC

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Not applicable.

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:



1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Nature's Remedy of Massachusetts, Inc. 0113-COO-03-0321

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Nature's Remedy of Massachusetts, Inc.

License Number	License Type
MR282049	Retail

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Kimberly A. Rivers	CEO/President of Life Essence, Inc.; Director of Life Essence, Inc.; Indirect Owner
R. Eric Powers III	Secretary of Life Essence, Inc.; Director of Life Essence, Inc.
Thad Beshears	Indirect Owner (owner of 11.38% of Parent Company Trulieve Cannabis Corp.); Director of Parent Company
George Hackney	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent Company of Life Essence, Inc.
Michael J. O'Donnell	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent Company of Life Essence, Inc
Richard S. May	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent Company of Life Essence, Inc
Peter T. Healy	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent

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	Company of Life Essence, Inc
Susan E. Thronson	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent Company of Life Essence, Inc
Thomas Millner	Person with Indirect Control as Director of Trulieve Cannabis Corp., Parent Company of Life Essence, Inc

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
Trulieve Cannabis Corp.	Parent Company owning 100% of Life Essence, Inc.

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.
6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.
7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



RISE Holdings, Inc.
0114-COO-03-0321

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

RISE Holdings, Inc.

License Number	License Type
MC281674	Cultivator
MP281453	Product Manufacturing
MR281254	Retail
RMD645	Medical Marijuana Treatment Center

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Wendy Berger	Director of Green Thumb Industries, Inc.
Glen Senk	Director of Green Thumb Industries, Inc.
Westley Moore	Director of Green Thumb Industries, Inc.
William Gruver	Director of Green Thumb Industries, Inc.
Joseph Centracchio	Close Associate

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
VCP23, LLC	Sole Member of GTI Core, LLC
GTI23, Inc.	Sole Member of VCP23, LLC

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

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7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.

RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



Tigertown, LLC
0109-COO-03-0221

CHANGE OF OWNERSHIP AND CONTROL OVERVIEW

1. Licensee Information:

Tigertown, LLC

License Number	License Type
MR282818	Retail

2. The licensee has paid the applicable fees for this change request.

3. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Peter Kasabian	Indirect Owner
Christopher Vianello	Indirect Owner
Keshawn Warner	Indirect Owner

4. The licensee is proposing to add the following as Entities Having Direct or Indirect Control:

Entity	Role
Tigertown Holdings LLC	Parent Company, Sole Owner and Manager of Tigertown LLC

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

7. Commission staff conducted an organizational and financial inspection into the parties associated with this request and found no issues or inconsistencies with the information provided to the Commission.



RECOMMENDATION

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.
4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



MARIJUANA ESTABLISHMENT RENEWALS

EXECUTIVE SUMMARY

COMMISSION MEETING: JUNE 17, 2021

RENEWAL OVERVIEW

- Name, license number, renewal application number, host community, and funds deriving from a Host Community Agreement allocated for the municipality for each Marijuana Establishment presented for renewal:

Marijuana Establishment Name	License Number	Renewal Application Number	Location	Funds
Aries Laboratories LLC	IL281325	ILR267893	Marlborough	\$0.00
Berkley Botanicals LLC	MC282081	MCR140008	Berkley	\$0.00
Berkley Botanicals LLC	MP281642	MPR243626	Berkley	\$0.00
Berkley Botanicals LLC	MR281458	MRR205773	Berkley	\$0.00
Blue Collar Botany Corp	MC281751	MCR139999	Fitchburg	\$0.00
Blue Collar Botany Corp	MP281520	MPR243611	Fitchburg	\$0.00
Bostica, LLC	MC282139	MCR139991	Lynn	\$0.00
Bostica, LLC	MP281664	MPR243616	Lynn	\$0.00
CCC Wellfleet NV LLC	MR282685	MRR205761	Wellfleet	\$12,341.00
CNA Stores, Inc.	MC282190	MCR139998	Amesbury	\$0.00
CNA Stores, Inc.	MP281691	MPR243613	Amesbury	\$0.00
Coyote Cannabis Corporation	MC282498	MCR140017	Uxbridge	\$0.00
Coyote Cannabis Corporation	MP281798	MPR243627	Uxbridge	\$0.00
DDM Sales, Inc.	MR281981	MRR205752	Blackstone	\$36,656.67
Eskar Arlington LLC	MR282638	MRR205771	Arlington	\$0.00
Eskar Arlington LLC	MR283073	MRR205772	Northbridge	\$0.00
Frozen 4 Corporation	MP281749	MPR243618	Marshfield	\$0.00
Frozen 4 Corporation	MR282881	MRR205758	Marshfield	\$0.00
Frozen 4 Corporation	MX281357	MXR126658	Bellingham	\$0.00
Fuego Farms Inc.	MC282234	MCR140015	Middleborough	\$0.00
Fuego Farms Inc.	MP281716	MPR243623	Middleborough	\$0.00
Green Gold Group Inc	MC281649	MCR140004	North Brookfield	\$30,000.00
Green Gold Group Inc	MP281456	MPR243615	North Brookfield	\$30,000.00
Green Gold Group Inc	MR281791	MRR205751	Charlton	\$32,788.38
Heal Cultivation, LLC	MC282119	MCR140018	Ware	\$0.00

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Heal Cultivation, LLC	MP281658	MPR243628	Warren	\$0.00
Heka, Inc.	MC282248	MCR140021	Westfield	\$161,459.00
Heka, Inc.	MP281736	MPR243624	Westfield	\$161,459.00
Heka, Inc.	MR282770	MRR205767	Westfield	\$161,459.00
Heka, Inc.	MR282903	MRR205768	Pittsfield	\$0.00
Hennep Cultivation LLC	MC282282	MCR139994	Franklin	\$0.00
Hennep Cultivation LLC	MP281766	MPR243603	Franklin	\$0.00
Hidden Hemlock, LLC	MB281355	MBR169273	Middleborough	\$0.00
Holistic Industries, Inc.	MR282667	MRR205755	Springfield	\$68,789.58
HOLYOKE 420 LLC	MR282703	MRR205762	Holyoke	\$0.00
HumboldtEast, LLC	MP281679	MPR243619	Georgetown	\$0.00
Legal Greens, LLC	MR282937	MRR205720	Brockton	\$0.00
Liberty Compassion, Inc	MC282178	MCR140025	Clinton	\$0.00
Liberty Compassion, Inc	MP281752	MPR243634	Clinton	\$0.00
Life Essence, Inc.	MC281999	MCR139997	Holyoke	\$0.00
Life Essence, Inc.	MP281624	MPR243606	Holyoke	\$0.00
Life Essence, Inc.	MR282981	MRR205743	Northampton	\$0.00
Lynn Organics LLC	MR282618	MRR205714	Lynn	\$0.00
MassGrow, LLC	MC281488	MCR140022	Athol	\$20,000.00
MassGrow, LLC	MP281460	MPR243631	Athol	\$20,000.00
Mayflower Medicinals, Inc.	MR282155	MRR205759	Lowell	\$0.00
Mederi Inc.	MC282059	MCR139979	Holliston	\$0.00
Mission MA, Inc.	MR282028	MRR205766	Brookline	\$0.00
Nature's Embrace, Inc.	MR282669	MRR205724	Brockton	\$0.00
New England Craft Cultivators, LLC	MR283416	MRR205770	Dracut	\$0.00
New England Craft Cultivators, LLC	MR283367	MRR205784	Pepperell	\$0.00
PURE BOTANICALS LLC	MC281770	MCR139993	Pittsfield	\$0.00
Salty Farmers, LLC	MC282276	MCR140013	Eastham	\$0.00
Salty Farmers, LLC	MR282640	MRR205765	Eastham	\$0.00
Supercritical Mass Laboratories Inc.	MP281321	MPR243621	Worcester	\$15,000.00
Ten-Ten LLC	MC282524	MCR140010	Sheffield	\$0.00
Ten-Ten LLC	MC282523	MCR140009	Sheffield	\$0.00
Ten-Ten LLC	MP281809	MPR243620	Sheffield	\$0.00
Ten-Ten LLC	MR283165	MRR205760	Sheffield	\$0.00
The Botanist, Inc.	MR282160	MRR205756	Worcester	\$0.00
The Botanist, Inc.	MR282186	MRR205763	Shrewsbury	\$0.00
Top Shelf Cannaseurs LLC	MC281604	MCR140006	Hudson	\$0.00
Top Shelf Cannaseurs LLC	MP281435	MPR243617	Hudson	\$0.00
ToroVerde (Massachusetts) II, Inc.	MR282320	MRR205746	Greenfield	\$0.00
ToroVerde (Massachusetts) III, Inc.	MR282629	MRR205747	Whately	\$0.00



ToroVerde (Massachusetts), Inc.	MR282601	MRR205745	Northampton	\$0.00
Treeworks of Massachusetts LLC	MP281343	MPR243630	Hatfield	\$144.75
Union Leaf Inc.	MR282570	MRR205749	Somerville	\$0.00
United Cultivation, LLC	MC282106	MCR140007	Ashby	\$0.00
United Cultivation, LLC	MP281666	MPR243608	Ashby	\$0.00
United Cultivation, LLC	MR282633	MRR205757	Ashby	\$2,174.00
UPROOT LLC	MB281346	MBR169272	Worcester	\$15,000.00

2. All licensees have submitted renewal applications pursuant to 935 CMR 500.103(4) which include the licensee's disclosure of their progress or success towards their Positive Impact and Diversity Plans.
3. All licensees have submitted documentation of good standing from the Secretary of the Commonwealth, Department of Revenue, and Department of Unemployment Assistance, if applicable.
4. All licensees have paid the appropriate annual license fee.
5. The licensees, when applicable, have been inspected over the previous year. Commission staff certify that, to the best of our knowledge, no information has been found that would prevent renewal of the licenses mentioned above pursuant to 935 CMR 500.450.

RECOMMENDATION

Commission staff recommend review and decision on the above-mentioned licenses applying for renewal, and if approved, request that the approval be subject to the licensee remaining in compliance with the Commission regulations and applicable law.

The following licensees must comply with additional conditions:

1. Aries Laboratories LLC. (IL281325)
 - a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
 - b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.



- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- 2. Berkley Botanicals LLC (MC282081/ MP281642/ MR281458)
 - a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
 - b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
 - c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
 - d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).
- 3. Blue Collar Botany Corp (MC281751/ MP281520)
 - a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
 - b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
 - c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
 - d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).
- 4. Bostica, LLC (MC282139/ MP281664)



- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

5. CCC Wellfleet NV LLC. (MR282685)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

6. CNA Stores, Inc. (MC282190/ MP281691)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or



exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

7. Coyote Cannabis Corporation (MC282498/ MP281798)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

8. DDM Sales, Inc. (MR281981)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

9. Eskar Arlington LLC (MR282638)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).



shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

10. Eskar Northbridge, LLC (MR283073)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

11. Frozen 4 Corporation (MP281749/ MR282881/ MX281357)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

12. Fuego Farms Inc. (MC282234/ MP281716)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (Energy Compliance or



exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

13. Green Gold Group Inc (MC281649/ MP281456/ MR281791)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

14. Heal Cultivation, LLC (MC282119/ MP281658)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

15. Heka, Inc. (MC282248/ MP281736/ MR282770/ MR282903)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.

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- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

16. Hennep Cultivation LLC (MC282282/ MP281766)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

17. Hidden Hemlock, LLC (MB281355)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

18. Holistic Industries, Inc. (MR282667)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.



- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

19. HOLYOKE 420 LLC (MR282703)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

20. HumboldtEast, LLC (MP281679)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

21. Legal Greens, LLC (MR282937)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response



received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

22. Liberty Compassion, Inc (MC282178/ MP281752)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

23. Life Essence, Inc. (MC281999/ MP281624/ MR282981)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

24. Lynn Organics LLC (MR282618)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response



received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

25. MassGrow, LLC (MC281488/ MP281460)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

26. Mayflower Medicinals, Inc. (MR282155)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

27. Mederi Inc. (MC282059)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response



received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

28. Mission MA, Inc. (MR282028)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

29. Nature's Embrace, Inc. (MR282669)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

30. New England Craft Cultivators, LLC (MR283367)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response

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received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

31. PURE BOTANICALS LLC (MC281770)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

32. Salty Farmers, LLC (MC282276/ MR282640)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

33. Supercritical Mass Laboratories Inc. (MP281321)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.

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- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

34. Ten-Ten LLC (MC282524/ MC282523/ MP281809/ MR283165)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

35. The Botanist, Inc. (MR282160/MR282186)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

36. Top Shelf Cannaseurs LLC (MC281604/ MP281435)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response



received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

37. ToroVerde (Massachusetts) II, Inc. (MR282320)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

38. ToroVerde (Massachusetts) III, Inc. (MR282629)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

39. ToroVerde (Massachusetts), Inc. (MR282601)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response

MR282601, and if no response 16



received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

40. Treeworks of Massachusetts LLC (MP281343)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

41. Union Leaf Inc. (MR282570)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

42. United Cultivation, LLC (MC282106/ MP281666/ MR282633)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community and Executive Response.

received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).

- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).

43. UPROOT LLC (MB281346)

- a. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Plan to Positively Impact Disproportionately Harmed People.
- b. Within 90 days of the removal of the State of Emergency declaration, the licensee shall notify the Cannabis Control Commission of updated actions taken on their Diversity Plan.
- c. Within 90 days, the licensee shall submit documentation that it requested from its Host Community the records of any cost to the city or town, whether anticipated or actual, resulting from the licensee's operation within its borders. Additionally, the licensee shall submit any response received from the Host Community, and if no response received, an attestation to that effect. The licensee shall comply with this requirement as stated within 935 CMR 500.103(4)(f).
- d. Within 60 days, or upon a post-provisional license inspection if this inspection has not yet taken place, the licensee shall submit documentation (energy compliance or exemption letter) regarding its requirement to comply with the Commission's energy regulations pursuant to 935 CMR 500.120(11).



MEDICAL MARIJUANA TREATMENT CENTER RENEWALS

EXECUTIVE SUMMARY

COMMISSION MEETING: JUNE 17, 2021

RENEWAL OVERVIEW

1. Name, license number, location(s), for each Medical Marijuana Treatment Center presented for renewal:

Medical Marijuana Treatment Center Name	License Number	Location (Cultivation & Processing)	Location (Dispensing)
Alternative Therapies Group II, Inc.	RMD-1528	SALISBURY	SALISBURY
Alternative Therapies Group II, Inc.	RMD-065	SALISBURY	SALEM
BeWell Organic Medicine, Inc.	RMD-1245	LOWELL	MERRIMAC
Curaleaf Massachusetts, Inc.	RMD-385	WEBSTER	HANOVER
Debilitating Medical Condition Treatment Centers, Inc.	N/A	AGAWAM	AGAWAM
Garden Remedies, Inc.	RMD-1005	FITCHBURG	MELROSE
INSA, Inc	RMD-365	EASTHAMPTON	EASTHAMPTON
INSA, Inc	RMD-845	EASTHAMPTON	SPRINGFIELD
Mayflower Medicinals, Inc.	N/A	HOLLAND	HOLLAND
New England Treatment Access, LLC	RMD-125	FRANKLIN	NORTHAMPTON
New England Treatment Access, LLC	RMD-185	FRANKLIN	BROOKLINE
NS AJO Holdings, LLC	RMD1425	FITCHBURG	WATERTOWN
Pharmacannis Massachusetts, Inc.	RMD-805	HOLLISTON	WAREHAM
Revolutionary Clinics II, Inc.	RMD-1346	FITCHBURG	CAMBRIDGE
Revolutionary Clinics II, Inc.	RMD-925	FITCHBURG	CAMBRIDGE
Rise Holdings, Inc.	RMD-645	HOLYOKE	AMHERST
Silver Therapeutics, Inc.	N/A	ORANGE	WILLIAMSTOWN
Sira Naturals, Inc.	RMD-245	MILFORD	SOMERVILLE
Sira Naturals, Inc.	RMD-325	MILFORD	CAMBRIDGE
Sira Naturals, Inc.	RMD-625	MILFORD	NEEDHAM

MTC Renewal Executive Summary 1



Temescal Wellness of Massachusetts Inc.	RMD-705	WORCESTER	HUDSON
Temescal Wellness of Massachusetts Inc.	RMD-965	WORCESTER	FRAMINGHAM
Temescal Wellness of Massachusetts Inc.	RMD-985	WORCESTER	PITTSFIELD
Theory Wellness, Inc.	N/A	BRIDGWATER	CHICOPEE

2. All licensees have submitted renewal applications pursuant to 935 CMR 501.103(4).
3. All licensees have paid the appropriate annual license fee, where applicable.
4. The licensees, when applicable, have been inspected over the previous year. Commission staff certify that, to the best of our knowledge, no information has been found that would prevent renewal of the licenses mentioned above pursuant to 935 CMR 501.450.

RECOMMENDATION

Commission staff recommend review and decision on the above-mentioned licenses applying for renewal, and if approved, request that the approval be subject to the licensee remaining in compliance with the Commission regulations and applicable law.



Cypress Tree Management, Inc.

MR282803

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Cypress Tree Management, Inc.
d/b/a Redi
24-26 Elliot Road, Newton, MA 02461

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
MTC	Provisional License	Newton - Fitchburg

Please note that individuals and/or entities associated with the proposed application(s) are also associated with a retail application under the names Cypress Tree Management Fenway, Inc. and Cypress Tree Management Natick d/b/a Redi.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on May 7, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

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INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 13, 2021.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of adult-use consumer education materials;

- d. Transportation



The licensee will not be performing transportation activities at this time.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Diem Lynn, LLC
MR283369

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Diem Lynn, LLC
211-217 Lewis Street, Lynn, MA 01902

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

Please note that individuals and/or entities associated with the proposed application(s) are also associated with other adult-use cultivation, product manufacturing, and retail licenses.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on January 14, 2021.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 25, 2021.

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9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of adult-use consumer education materials;

- d. Transportation

The licensee will be performing transportation activities from another location.

RECOMMENDATION



Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Faded, LLC
DO100108

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Faded, LLC
d/b/a Your Green Package
190 Farm Street, Suite B, Bellingham, MA 02109

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Marijuana Courier (formerly Delivery-Only)

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on March 11, 2021.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 3, 2021.

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9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations pursuant to 935 CMR 500.110(8).

- b. Delivery

Enforcement staff verified that all delivery-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle requirements;
- ii. Communication and reporting requirements;
- iii. Inventory and manifests requirements;
- iv. Consumer age verification procedures; and
- v. Order placement and fulfillment requirements and limitations.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee shall not deliver marijuana to consumers, patients, or caregivers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.



As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Grass Appeal, LLC
MR282267

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Grass Appeal, LLC
d/b/a Blackstone Valley Cannabis
79 River Road, Uxbridge, MA 01569

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation, Tier 3/Indoor (10,001 – 20,000 sq. ft.)	Provisional License	Uxbridge

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on February 6, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 13, 2021.

Final License Executive Summary 1



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of adult-use consumer education materials;

- d. Transportation

The licensee will not be performing transportation activities at this time.

RECOMMENDATION



Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Green Gold Group, Inc.

MC281649

MP281456

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Green Gold Group, Inc.
60 Prospect Street, North Brookfield, MA 01535

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Cultivation, Tier 7/Indoor (50,001 – 60,000 sq. ft.)
Product Manufacturing

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Commence Operations	Charlton
MTC	Commence Operations	Charlton - North Brookfield

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on June 4, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): April 28, 2021.
Final License Executive Summary 1



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:



- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

e. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



High Hopes, LLC
MR282161

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

High Hopes, LLC
1 Menfi Way, Unit 9, Hopedale, MA 01747

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on October 8, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 11, 2021.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.



RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



KRD Growers, LLC
MR282670

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

KRD Growers, LLC
d/b/a New England Harvest
89 Parker Street, Clinton, MA 01510

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation, Tier 2 / Indoor (5,001 – 10,000 sq. ft.)	Provisional License	Clinton
Product Manufacturing	Provisional License	Clinton
MTC	Provisional License	Clinton-Clinton

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on August 6, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

Final License Executive Summary 1



8. Commission staff inspected the licensee's facility on the following date(s): May 24, 2021.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.



RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Life Essence, Inc.

MC281999

MP281624

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Life Essence, Inc.
d/b/a Trulieve
56 Canal Street, Holyoke, MA 01040

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Cultivation, Tier 9/Indoor (70,001 – 80,000 sq. ft.)
Product Manufacturing

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Application Submitted	Framingham
Retail	Commence Operations	Northampton
MTC	Provisional License	Holyoke-Holyoke
MTC	Provisional License	Holyoke-Cambridge
MTC	Commence Operations	Holyoke-Northampton

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on June 4, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

Final License Executive Summary 1



INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): April 22, 2021.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation



Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

e. Transportation

The licensee will not be performing transportation activities at this time.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Olde World Remedies, Inc.

MR282742

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Olde World Remedies, Inc.
953 Western Avenue, Lynn, MA 01901

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on February 6, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 25, 2021.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.



RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Pleasantrees, Inc.

MR281679

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Pleasantrees, Inc.
f/k/a Herbology Group, Inc.
195 Northampton Street, Easthampton, MA 01027

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Provisional License	Greenfield
Retail	Application Submitted	Amherst
Cultivation	Application Submitted	Holyoke
Product Manufacturing	Application Submitted	Holyoke
MTC	Provisional License	Chester-Chester

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on December 13, 2018.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

Final License Executive Summary 1



INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 20, 2021.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation



The licensee will not be performing transportation activities at this time.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



Stafford Green, Inc.

MC281964

ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

Stafford Green, Inc.
80 Stafford Hill Rd, Cheshire, MA, 01225

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Cultivation, Tier 5/Outdoor (30,001 – 40,000 sq. ft.)

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on June 4, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 19, 2021.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Transportation

The licensee will not be performing transportation activities at this time.



RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**MD HOLISTICS, INC.
MTC-1606**

ESTABLISHMENT OVERVIEW

1. Name and address(es) of the Medical Marijuana Treatment Center:

MD Holistics, Inc.

Cultivation: 63 Maple Street, West Bridgewater, MA 02379

Product Manufacturing: 63 Maple Street, West Bridgewater, MA 02379

Dispensary: 63 Maple Street, West Bridgewater, MA 02379*

*Not inspected at this time and approval of final license will be subject to an additional condition below.

2. The licensee is a licensee or applicant for other Medical Marijuana Treatment Center and/or Marijuana Establishment license(s):

The licensee is not an applicant or licensee for any other license type.

LICENSING OVERVIEW

3. The licensee was approved for provisional licensure on November 16, 2016.
4. The licensee has paid all applicable license fees.
5. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license.
6. No new information has been discovered by Commission staff regarding the suitability of the licensee(s) previously disclosed since the issuance of the provisional license.

INSPECTION OVERVIEW

7. Commission staff inspected the licensee's Medical Marijuana Treatment Center on the following date(s): April 14, 2021 and April 29, 2021.



8. The licensee's Medical Marijuana Treatment Center was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 501.000, as applicable.
9. No evidence was discovered during the inspection(s) that indicated the Medical Marijuana Treatment Center was not in compliance with all applicable state and local bylaws or ordinances.
10. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and



ii. Safety, sanitation, and security of the area and products.

e. Retail Operation

Not inspected at this time and approval of final license will be subject to an additional condition below.

f. Transportation

The licensee will not be performing transportation activities at this time.

RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Medical Marijuana Treatment Centers, or to patients, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee shall complete all construction and buildout of its dispensary facility, obtain a certificate of occupancy for the dispensary facility, and complete all required inspections of the dispensary facility within 150 days of the issuance of this final license. The Executive Director may allow an extension of this time frame if deemed necessary and reasonable.
3. The licensee is subject to inspection to ascertain compliance with Commission regulations.
4. The licensee remains suitable for licensure.
5. The licensee shall cooperate with and provide information to Commission staff. And
6. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 501.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



ACMJ, Inc.

MCN283322

MPN282023

APPLICATION OF INTENT REVIEW

1. Name and address of the proposed Marijuana Establishment:

ACMJ, Inc.
532 Main Street, Holyoke, MA 01040

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation, Tier 1/Indoor (up to 5,000 sq. ft.)
Product Manufacturing

3. The application was reopened one (1) time for additional information.
4. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

5. List of all required individuals and their roles in the Marijuana Establishment:

Individual	Role
Steven Fontana	Person Having Direct/Indirect Control
William Monaghan	Person Having Direct/Indirect Control

6. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
Indigold, LLC	Entity Having Direct/Indirect

7. Applicant's priority status:

General Applicant

Provisional License Executive Summary 1



8. The applicant and municipality executed a Host Community Agreement on August 24, 2020.
9. The applicant conducted a community outreach meeting on October 5, 2020 and provided documentation demonstrating compliance with Commission regulations.
10. The Commission received a municipal response from the municipality of Holyoke on April 13, 2021 stating the applicant was in compliance with all local ordinances or bylaws.
11. The applicant proposed the following goals for its Plan to Positively Impact Disproportionately Harmed People:

#	Goal
1	Provide access to training, educational and mentorship resources, with a goal of identifying and supporting the business development, and license application of three candidates that are past or present residents of the geographic areas of disproportionate impact, which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact; Commission-designated Economic Empowerment Priority applicants; Commission-designated Social Equity Program participants; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions.

BACKGROUND CHECK REVIEW

12. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
13. There were no concerns arising from background checks on the individuals or entities associated with the application.

MANAGEMENT AND OPERATIONS PROFILE REVIEW

14. The applicant states that it can be operational within four (4) months of receiving the provisional license(s).
15. The applicant's proposed hours of operation are the following:

Day(s)	Hours of Operation
Monday-Sunday	Open 24 hours



16. The applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission's regulations.
17. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruiting 30% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

18. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission's regulations.

19. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Edibles (fruit puree in mango, strawberry, and raspberry flavors)
2	Concentrates

RECOMMENDATION

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations.
2. Final license is subject to inspection to ascertain compliance with applicable state laws, local codes, ordinances or bylaws, and local licensing requirements.
3. Final licensure is subject to the applicant providing Commission staff, upon inspection, with a detailed list of all proposed products to be produced with specific information as to types, forms, shapes, colors, and flavors.
4. The applicant shall cooperate with and provide information to Commission staff.
5. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



Bloominati AG, LLC
MCN283421

APPLICATION OF INTENT REVIEW

1. Name and address of the proposed Marijuana Establishment:

Bloominati AG, LLC
574 Haydenville Road, Northampton, MA 01053

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation, Tier 1/Indoor (up to 5,000 sq. ft.)

The application was reopened once (1) for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

4. List of all required individuals and their roles in the Marijuana Establishment:

Individual	Role
Robert Hinkle	Person Having Direct/Indirect Control
Philip Reich	Person Having Direct/Indirect Control
William Farr	Person Having Direct/Indirect Control

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

General Applicant



7. The applicant and municipality executed a Host Community Agreement on March 17, 2021.
8. The applicant conducted a community outreach meeting on April 23, 2021 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on April 30, 2021 stating the applicant was in compliance with all local ordinances or bylaws.
10. The applicant proposed the following goals for its Plan to Positively Impact Disproportionately Harmed People:

#	Goal
1	Provide two (2) \$2,500 scholarships annually to Greenfield Community College towards tuition for past or present residents of the geographic “areas of disproportionate impact,” particularly the communities of Greenfield, Amherst, Holyoke, North Adams and West Springfield; Massachusetts residents who have past drug convictions; Massachusetts residents with parents or spouses who have past drug convictions.

BACKGROUND CHECK REVIEW

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

MANAGEMENT AND OPERATIONS PROFILE REVIEW

13. The applicant states that it can be operational within six (6) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:

Day(s)	Hours of Operation
Monday-Sunday	Open 24 Hours

15. The applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
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