



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283143  
Original Issued Date: 01/15/2021  
Issued Date: 01/15/2021  
Expiration Date: 01/15/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Uma Flowers LLC

Phone Number: 617-784-4046 Email Address: priyanka@umaflowers.co

Business Address 1: 109 Raffaele Drive Business Address 2:

Business City: Waltham Business State: MA Business Zip Code: 02452

Mailing Address 1: 2 Tarbell St Mailing Address 2:

Mailing City: Pepperell Mailing State: MA Mailing Zip Code: 01463

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Priyanka

Last Name: Patel

Suffix:

Gender: Female

User Defined Gender: Female

Date generated: 11/19/2021

Page: 1 of 6

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Asian Indian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Tejal

Last Name: Patel

Suffix:

Gender: Female

User Defined Gender: Female

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Asian Indian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Yash

Last Name: Patel

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Educational Officer

Close Associates or Member 2

First Name: Davis

Last Name: Patel

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Financial Officer

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Priyanka

Last Name: Patel

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$80618.09

Percentage of Initial Capital:  
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Tarbell Street

Establishment Address 2:

Establishment City: Pepperell

Establishment Zip Code: 01463

Approximate square footage of the establishment: 2900

How many abutters does this property have?: 12

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community-Outreach Completed Forms.pdf	pdf	5e4d99f54dd5bb0494107ba7	02/19/2020
Certification of Host Community Agreement	Signed Host Community Agreement Certification Form.pdf	pdf	5e4da75a4dd5bb0494107c25	02/19/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e74ef095f1da0353e2b0048	03/20/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Updated_Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5eb967408caba634a8438d58	05/11/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

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

##### Individual Background Information 2

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

##### Individual Background Information 3

Role: Other (specify)      Other Role: Chief Educational Officer  
 First Name: Yash      Last Name: Patel      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 4

Role: Other (specify)      Other Role: Chief Financial Officer  
 First Name: Davis      Last Name: Patel      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: yes

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Uma Flowers LLC - MA LLC Certificate of Organization - Filed 10.18.2019.pdf	pdf	5dfbb784fab70557127eef07	12/19/2019
Secretary of Commonwealth - Certificate of Good Standing	Secretary of state certificate.pdf	pdf	5e4da5645a2369047f226fbf	02/19/2020
Department of Revenue - Certificate of Good standing	Uma Flowers COGS_02252020.pdf	pdf	5e572dbd5b05c304785ea7b2	02/26/2020
Bylaws	Uma Flowers LLC Agreement_Executed.pdf	pdf	5e5ff5634a895743f3a6a9f2	03/04/2020
Secretary of Commonwealth - Certificate of Good Standing	Unemployment Assistance Certification Form.pdf	pdf	5e7f72aa482e703583b79e82	03/28/2020

No documents uploaded

Massachusetts Business Identification Number: 001407416

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Platinum Insurance Agency Letter.pdf	pdf	5e45c7651c3b1d04a32b28c3	02/13/2020
Business Plan	Uma Flowers LLC _Business Plan.pdf	pdf	5e4dae384fa2b004756a3082	02/19/2020
Proposed Timeline	Proposed Timeline.pdf	pdf	5e6667e173b705467feca60f	03/09/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products.pdf	pdf	5e4d6a32813339048c3fdda8	02/19/2020
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5e4d6a4b69dc9d0456dba016	02/19/2020
Security plan	Security Plan.pdf	pdf	5e4d6a591c3b1d04a32b386a	02/19/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5e4d6a67813339048c3fddb0	02/19/2020
Storage of marijuana	Storage of marijuana.pdf	pdf	5e4d6a767b9883042b3733de	02/19/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5e4d6a824dd5bb04941079f2	02/19/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5e4d6a911c3b1d04a32b3870	02/19/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5e4d6a9e02a6e7045352df2f	02/19/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e4d6aab5b05c304785e8ea8	02/19/2020

Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	5e4d6ac881ae16046beca2cd	02/19/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e4d6ad37b9883042b3733e4	02/19/2020
Diversity plan	Diversity Plan.pdf	pdf	5e4d6ae07225f0046965a197	02/19/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e4d6aec43df3043d4ba343	02/19/2020
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5e4f4eb77b9883042b373af0	02/20/2020

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 10:00 AM      Monday To: 9:00 PM  
 Tuesday From: 10:00 AM      Tuesday To: 9:00 PM  
 Wednesday From: 10:00 AM      Wednesday To: 9:00 PM  
 Thursday From: 10:00 AM      Thursday To: 9:00 PM  
 Friday From: 10:00 AM      Friday To: 10:00 PM  
 Saturday From: 10:00 AM      Saturday To: 10:00 PM

Sunday From: 10:00 AM

Sunday To: 6:00 PM

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Tejal Patel, (*insert name*) attest as an authorized representative of Uma Flowers LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 6, 2020 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 27, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on December 27, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on December 27, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
  
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

## Order Confirmation

<b><u>Ad Order Number</u></b> 0001604473	<b><u>Customer</u></b> PATEL	<b><u>Payor Customer</u></b> PATEL	<b><u>PO Number</u></b> COMMUNITY OUTREACH MEE
<b><u>Sales Rep.</u></b> rfrechette	<b><u>Customer Account</u></b> 169515	<b><u>Payor Account</u></b> 169515	<b><u>Ordered By</u></b> Legals
<b><u>Order Taker</u></b> rfrechette	<b><u>Customer Address</u></b> 109 RAFFAELE DRIVE WALTHAM MA 02452 USA	<b><u>Payor Address</u></b> 109 RAFFAELE DRIVE WALTHAM MA 02452 USA	<b><u>Customer Fax</u></b>
<b><u>Order Source</u></b>	<b><u>Customer Phone</u></b> 6177844046	<b><u>Payor Phone</u></b> 6177844046	<b><u>Customer Email</u></b> priyanka@umaflowers.co
			<b><u>Special Pricing</u></b>

<b><u>Tear Sheets</u></b>	<b><u>Proofs</u></b>	<b><u>Affidavits</u></b>	<b><u>Blind Box</u></b>	<b><u>Promo Type</u></b>	<b><u>Materials</u></b>
0	0	0			

**Invoice Text** **Ad Order Notes**

<b><u>Net Amount</u></b>	<b><u>Tax Amount</u></b>	<b><u>Total Amount</u></b>	<b><u>Payment Method</u></b>	<b><u>Payment Amount</u></b>	<b><u>Amount Due</u></b>
\$45.41	\$0.00	\$45.41	Credit Card	\$0.00	\$45.41

<b><u>Ad Number</u></b>	<b><u>Ad Type</u></b>	<b><u>Production Method</u></b>	<b><u>Production Notes</u></b>
0001604473-01	CLS Liner	AdBooker	

<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b>	<b><u>Pick Up</u></b>
		No	

<b><u>Ad Size</u></b>	<b><u>Color</u></b>
1 X 19 li	

**WYSIWYG Content**

Town of Pepperell  
 Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 6th, 2020 at 6PM at the VFW located at 55 Leighton St, Pepperell, MA 01463. The proposed Adult-Use Marijuana Dispensary is anticipated to be located at 2 Tarbell St, Pepperell, MA. There will be an opportunity for the public to ask questions.

December 27, 2019

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
12/27/2019	Nashoba Publishing	Legal	\$19.26 per Inch	\$40.66	\$0.00	\$0.00	\$0.00	\$0.00	\$40.66
12/27/2019	NP SunMedia	Legal	\$2.25 per Inch	\$4.75	\$0.00	\$0.00	\$0.00	\$0.00	\$4.75

For Town of Pepperell

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Town of Pepperell  
Planning Board  
1 Main Street  
Pepperell, MA 01463

RETURN RECEIPT  
REQUESTED

OF THE RETURN ADDRESS PLEASE PRINT CLEARLY IN INK  
**CERTIFIED MAIL™**



7006 0810 0001 8097 9181

~~Pepperell Pepperell, MA 01463~~

~~409 Raffale Drive  
Waltham, MA 02452~~



U.S. POSTAGE >>> PITNEY BOWES  
ZIP 01463 \$ 006.80<sup>0</sup>  
02 1W  
0001402519DEC 27 2019



0245260314 0001

For Town of Pepperell

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 6<sup>th</sup>, 2020 at 6PM at the VFW located at 55 Leighton St, Pepperell, MA 01463. The proposed Adult-Use Marijuana Dispensary is anticipated to be located at 2 Tarbell St, Pepperell, MA. There will be an opportunity for the public to ask questions.



## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

### Applicant

I, Priyanka Patel, (*insert name*) certify as an authorized representative of UMA FLOWERS, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Pepperell (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 10, 2020 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Andrew MacLean, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Pepperell (*insert name of host community*) to certify that the applicant and the Town of Pepperell (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 10, 2020 (*insert date*).



Andrew MacLean

Town Administrator

Signature of Contracting Authority or  
Authorized Representative of Host Community

## **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING (PEPPERELL)**

Uma Flowers LLC (“Uma Flowers”) will remain compliant at all times with the local zoning requirements set forth in the Town of Pepperell’s Zoning Bylaw. In accordance with Pepperell’s Recreational Marijuana Zoning Bylaw Amendment (adopted at Annual Town Meeting on May 6, 2019), Uma Flowers’ proposed Marijuana Retailer is located in the Commercial Zoning District designated for Marijuana Retailer Establishments.

In accordance with the Recreational Marijuana Zoning Bylaw Amendment, Uma Flowers’ proposed Marijuana Retailer Establishment is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades pre-k through 12, day care center, or any place where children commonly congregate including, but not limited to, facilities in which children gather for a particular purpose in a structured or scheduled manner, or which are dedicated to use by children such as playgrounds, youth service programs, youth sports facilities, dance school and gymnastic schools.

As required by the Recreational Marijuana Zoning Bylaw Amendment, Uma Flowers will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Planning Board. A special permit shall have a term limited to no longer than the duration of the applicant’s ownership or lease of the premises to be used for the Marijuana Establishment. A special permit shall lapse if a final license has not been issued by the Commission pursuant to CMR 500.103 within one year of issuance of the special permit.

Uma Flowers will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Uma Flowers will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Uma Flowers’ proposed location.

Uma Flowers has already attended several meetings with various municipal officials and boards to discuss Uma Flowers’ plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with the Town of Pepperell. Uma Flowers will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Uma Flowers’ Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

### Overview

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

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

To support such populations, Uma Flowers has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the geographic “areas of disproportionate impact.”

### Goals

In order for Uma Flowers to positively impact past or present residents of the geographic “areas of disproportionate impact”, Uma Flowers has established the following goals:

1. Giving hiring preferences to individuals from two cities identified as areas of disproportionate impact by the Commission, Lowell and Fitchburg. Ten percent of the staff will be from Lowell & Fitchburg.
2. Provide internship opportunities (one individual [at a time] a 12-week internship opportunity) to individuals 21+ and give selection preference to individuals from Lowell. Opportunities will be at least three times a year.

### Programs

Uma Flowers has developed specific programs to effectuate its stated goals to positively impact past or present residents of geographic “areas of disproportionate impact”. Such programs will include the following:

1. To give hiring preference to individuals from Lowell, prior to opening, Uma Flowers will post all open job listings on Masshire Lowell Career Center’s website. Prior to opening, applications from the listings will be reviewed on a daily basis. All applicants who meet the required skills will be considered. When giving hiring preference for Lowell residents, Uma Flowers will use the United States Census Bureau Fact Finder website to ensure Lowell is considered an area of disproportionate impact. To give hiring preference to individuals from Fitchburg, prior to opening, Uma Flowers will take part in Masshire’s North Central Career Center or other job fairs which are scheduled to be in Fitchburg, MA. Prior to opening, applications from the listings will be reviewed on a daily basis. All applicants who meet the required skills will be considered. When giving hiring preference for Fitchburg residents, Uma Flowers will use the United States Census Bureau Fact Finder website to ensure Fitchburg is considered an area of disproportionate impact. Once 10 percent of the staff is comprised of individuals from Lowell &

Fitchburg, Uma Flowers will post open job listings on an as needed basis. Uma Flowers will review on a bi-monthly basis that 10 percent of the staff is from Lowell & Fitchburg and will post open job listings accordingly.

2. To provide internship opportunities, Uma Flowers will develop an internship program. The program will provide one individual (at a time) a 12-week internship opportunity. The intern will have the opportunity to learn the basic fundamentals to operating and managing an adult-use retail marijuana shop. The intern will shadow staff at different positions within the company to understand the roles and responsibilities of those different positions and to understand how each position impacts the success of the business. At the end of the internship, the individual may be presented the opportunity to join the company as an employee. The internship program will provide 3, 12-week internships in one year. To give preferences to individuals from Lowell, Uma Flowers will post the internship opportunity on Masshire Lowell Career Center's website at least three times a year and will monitor the listings on a daily basis. When giving selection preference for Lowell residents, Uma Flowers will use the United States Census Bureau Fact Finder website to ensure Lowell is considered an area of disproportionate impact.

#### Measurements

The Director of Diversity & Inclusion will administer the Plan and will be responsible for developing measurable outcomes to ensure Uma Flowers continues to meet its commitments. Such measurable outcomes, in accordance with Uma Flowers' goals and programs described above, include:

- Percentage or number of hired employees from Lowell and Fitchburg
- Number of internships completed in a year

Beginning upon receipt of Uma Flowers' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Uma Flowers will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Diversity & Inclusion will review and evaluate Uma Flowers' measurable outcomes no less than 3 months to ensure that Uma Flowers is meeting its commitments. Uma Flowers is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001407416

1. The exact name of the limited liability company is: UMA FLOWERS LLC

2a. Location of its principal office:

No. and Street: 109 RAFFAELE DRIVE  
 City or Town: WALTHAM State: MA Zip: 02452 Country: USA

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

No. and Street: 109 RAFFAELE DRIVE  
 City or Town: WALTHAM State: MA Zip: 02452 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
APPLYING FOR A CANNABIS CONTROL COMMISSION LICENSE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS, INC.  
 No. and Street: 82 WENDELL AVE.  
SUITE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TEJAL PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA
MANAGER	PRIYANKA PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	PRIYANKA PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA
SOC SIGNATORY	TEJAL PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PRIYANKA PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA
REAL PROPERTY	TEJAL PATEL	109 RAFFAELE DRIVE WALTHAM, MA 02452 USA

**9. Additional matters:**

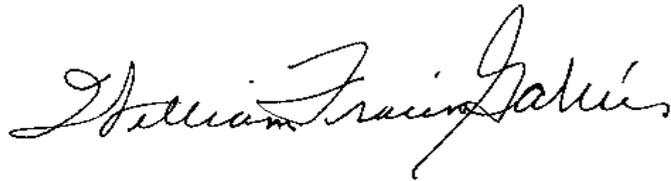
**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of October, 2019,**  
**PRIYANKA PATEL**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

October 18, 2019 02:08 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

**December 18, 2019**

TO WHOM IT MAY CONCERN:

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

**UMA FLOWERS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 18, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **TEJAL PATEL, PRIYANKA PATEL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TEJAL PATEL, PRIYANKA PATEL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TEJAL PATEL, PRIYANKA PATEL**



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*  
Secretary of the Commonwealth



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



UMA FLOWERS LLC  
109 RAFFAELE DR  
WALTHAM MA 02452

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: k7xm2v

**LIMITED LIABILITY COMPANY AGREEMENT**

**between**

**UMA FLOWERS LLC**

**and**

**THE MEMBERS NAMED HEREIN**

**Dated as of:**

**10/18/2019**

**THE UNITS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH UNITS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING UNITS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.**

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## LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (collectively with all schedules and exhibits hereto, as amended and/or restated from time-to-time, this “Agreement”) of UMA FLOWERS LLC, a Massachusetts limited liability company (the “Company”), is entered into as of the 18 day of October 2019 (the “Effective Date”) by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the “Schedule of Members”).

### RECITALS

WHEREAS, the Company and the Members desire to enter into this Agreement in order to provide for, among other things, the governance of the Company and the rights, preferences and privileges of the membership interests therein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

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

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

“Affected Member” has the meaning set forth in Section 4.12.

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

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

“Automatic Divestiture” has the meaning set forth in Section 4.12.

“Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in Boston, Massachusetts are not open for business.

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

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

“Certificate of Organization” means the Company’s Certificate of Organization as filed with the Massachusetts Secretary of the Commonwealth on October 18, 2019, as may be amended and restated.

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

“Common Units” means the Units having the privileges, preference, duties, liabilities, obligations, and rights specified with respect to “Common Units” in this Agreement.

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

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

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

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

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

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

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

“Family Member” has the meaning set forth in Section 9.02(b).

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

“Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

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

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

“LLC Act” means the Massachusetts Limited Liability Company Act as codified in the General Laws of Massachusetts Chapter 156C, as amended from time-to-time, and the rules and regulations thereunder, which shall be in effect at the time.

“Majority Unitholders” means Members holding greater than fifty percent (50%) of the Membership Interests.

“Manager” and “Managers” have the meanings set forth in Section 8.01.

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

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

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

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

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

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by

reference to the book value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its book value;

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

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

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

“Partnership Representative” has the meaning set forth in Section 11.02(a).

“Payoff Note” has the meaning set forth in Section 4.13(b).

“Permitted Transfer” means a Transfer of Units carried out pursuant to Section 9.02. “Permitted Transferee” means a recipient of a Permitted Transfer.

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

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

“Schedule of Members” has the meaning set forth in the preamble hereof.

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

“Subscription Letters” means, collectively, those certain Subscription Letters, each dated as of the date hereof and a form of which is attached hereto as Exhibit B, by and between the Company and the respective Member named therein, pursuant to which the named Member has acquired that number of Units set forth opposite such Member's name on the Schedule of Members as of the date hereof.

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

“Tax Distribution” has the meaning set forth in Section 7.04.

“Tax Liability” has the meaning set forth in Section 7.04.

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

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

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

“**Voting Members**” has the meaning set forth in Section 4.07(b).

“**Voting Units**” has the meaning set forth in Section 4.07(a).

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

## **ARTICLE II ORGANIZATION**

### **Section 2.01 Formation.**

(a) The Company was formed on October 18, 2019 upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to this Agreement.

**Section 2.02 Name.** The name of the Company is “Uma Flowers LLC” or such other name or names as the Managers may from time-to-time designate; *provided, however*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”. A Manager shall give prompt notice to each of the Members of any change to the name of the Company.

**Section 2.03 Principal Office.** The principal office of the Company will be at such place as may from time-to-time be determined by the Managers. A Manager shall give prompt notice of any such change to each of the Members.

**Section 2.04 Registered Office; Registered Agent.**

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

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

**Section 2.05 Purpose; Powers.**

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto. The Certificate of Organization, as amended from time-to-time, shall state the general character of business of the Company.

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

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

**Section 2.07 No State-Law Partnership.** The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no

Member or Manager of the Company shall be a partner or joint venture of any other Member or Manager of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

### **ARTICLE III UNITS**

**Section 3.01 Units Generally.** The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one (1) or more types, classes, or series. Each type, class, or series of Units shall have the privileges, preference, duties, liabilities, obligations, and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class, or series. A Manager shall update the Schedule of Members upon the issuance or Transfer of any Units to any new or existing Member.

**Section 3.02 Authorization and Issuance of Common Units.** Subject to compliance with Section 8.02, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Letters, the number of Common Units issued and outstanding to the Members are set forth opposite each Member's name on the Schedule of Members. The Company may issue Common Units to be held in reserve/treasury.

**Section 3.03 Certification of Units.**

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

(b) In the event that a Manager shall issue certificates representing Units in accordance with Section 3.03(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

## **ARTICLE IV MEMBERS**

### **Section 4.01 Admission of New Members.**

(a) New Members may be admitted from time-to-time: (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 8.02, as applicable; and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b).

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

**Section 4.02 Representations and Warranties of Members.** By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units: (i) have not been registered under the Securities Act or the securities laws of any other jurisdiction; and (ii) are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless: (1) they are subsequently registered or exempted from registration under the Securities Act; and (2) the provisions of this Agreement have been complied with.

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribute thereof.

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

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

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

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

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

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

(i) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

(j) None of the foregoing shall replace, diminish, or otherwise adversely affect any Member's representations and warranties made by such Member in any agreement with the Company.

**Section 4.03 No Personal Liability.** By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

**Section 4.04 No Withdrawal.** A Member shall not cease to be a Member as a result of the bankruptcy or insolvency of such Member. Except as provided by the LLC Act, so long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member once full payment is made therefor in accordance with the terms of this Agreement. Notwithstanding anything contained herein to the contrary, in the event any Member is determined unfit to have an ownership or permitted economic interest in a cannabis business pursuant to Applicable Law, such Member shall be subject to Automatic Divestiture as set forth in [Section 4.12](#) and [Section 4.13](#).

**Section 4.05 Death.** The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided, however*, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement. Notwithstanding the foregoing, such Member's heirs shall only be admitted as Members of the Company if in compliance with Section 4.01 and Section 4.02.

**Section 4.06 Voting.** Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.09) or as otherwise required by Applicable Law, each Member shall be entitled to one (1) vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

**Section 4.07 Meetings.**

(a) **Voting Units.** As used herein, the term "Voting Units" shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.07.

(b) **Calling the Meeting.** Meetings of the Members may be called by the Majority Unitholders. Only Members who hold the relevant Voting Units ("Voting Members") shall have the right to attend meetings of the Members.

(c) **Notice.** Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than two (2) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Member(s) calling the meeting, as the case may be. The Voting Members may hold meetings at the Company's principal office or at such other place as the Member(s) calling the meeting may designate in the notice for such meeting.

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

(e) **Vote by Proxy.** On any matter that is to be voted on by Voting Members, a Voting Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Voting Member executing it unless otherwise provided in such proxy; *provided, however*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(f) **Conduct of Business.** The business to be conducted at a meeting need not be limited to the purpose described in the notice and can include business to be conducted by

Voting Members holding Common Units; *provided, however*, that the appropriate Voting Members shall have been notified of the meeting in accordance with Section 4.07(c). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 4.08 Quorum.** A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

**Section 4.09 Action Without Meeting.** Notwithstanding the provisions of Section 4.08, any matter that is to be voted on, consented to, or approved by Voting Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by the Majority Unitholders. A record shall be maintained by a Manager of each such action taken by written consent of a Member or Members.

**Section 4.10 Power of Members.** The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

**Section 4.11 No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

**Section 4.12 Automatic Divestiture.** If, during any time while the Company holds a local or state license to operate a cannabis business pursuant to Applicable Law, any of the following occur to a Member or to any member or Affiliate of such Member, all interests of such Member (the "Affected Member") shall automatically and immediately terminate, and the Affected Member will cease to be a member ("Automatic Divestiture");

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to Applicable Law, disqualify the Affected Member from having an ownership interest in a duly licensed cannabis business; *provided, however*, where an Affected Member is only charged with a criminal offense and not convicted, and where the applicable Governmental Authorities upon request have agreed to defer pursuing any action against the Company's cannabis business license(s) based on such charges, or where such actions of such Governmental Authorities are subject to a stay order, then the Affected Member shall not be divested of their Membership Interest under this Section 4.12.

(b) The Affected Member or any entity that it owns or controls incurs a revocation of any cannabis business license, and it is determined by the Managers that such revocation would have a material adverse effect upon the issuance or continued good standing of the Company's cannabis business license(s).

(c) A Governmental Authority issues a formal recommendation stating that the Affected Member is unfit to have an ownership or economic interest in a cannabis business.

(d) A Governmental Authority issues a formal recommendation against the issuance to the Company of a cannabis business license, or revokes any of the Company's cannabis business licenses, which recommendation or revocation cites the participation of the Affected Member as a material factor in the decision, or a Governmental Authority conditions the issuance of a cannabis business license on the Company removing the Affected Member.

(e) A Governmental Authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's cannabis business license is being delayed beyond one (1) year following the filing of the Company's application for a cannabis business license, and the Company is advised that the sole reason for such delay is the participation of, or concerns about, the Affected Member.

(f) The Affected Member demonstrates a repeated failure to attend meetings with the applicable Governmental Authorities as is required for the Company to conduct its cannabis business. As used herein, the repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any Governmental Authority responsible for issuing cannabis business licenses.

(g) The Affected Member fails to provide information to Governmental Authorities which may be requested or required in connection with applying for and operating licensed cannabis businesses.

(h) If the Affected Member is a partnership or other business entity and not a natural person, a member of the Affected Member is disqualified from obtaining an ownership interest in a licensed cannabis business by final written determination of a Governmental Authority, unless such member is divested from the Affected Member in a timely manner.

#### **Section 4.13 Settling of Accounts Following Automatic Divestiture.**

(a) The Company shall continue in existence notwithstanding the Automatic Divestiture of any Member in accordance with Section 4.12 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 4.12 above is due to a member, shareholder, officer, or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divestiture events occur if the Managers, a court of law, or the applicable Governmental Authority provides a written assurance or order that the Affected Member has removed the member, shareholder, officer, director, or manager that caused any of the events enumerated in Section 4.12 above pursuant to the terms of the Affected Member's governing documents.

(b) If an Affected Member is subject to Automatic Divestiture under the above Section 4.12, the Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) the Company and the Affected Member shall determine the Fair Market Value of the Affected Member's Units by a mutually agreed upon third-party appraisal; (ii) if the Affected Member and the Company cannot agree on a third-party appraisal, then the Affected Member and the Company shall each choose and pay for their own appraisal and the differences, if any, between the two appraisals for the Affected Member's Units shall be averaged and used for calculating the Payoff Note; (iii) once the Fair Market Value of the Affected Member's Units is determined in relation to the Company's Fair Market Value, the Company shall deliver a note (the "Payoff Note") to the Affected Member for one hundred percent (100%) of the Fair Market Value of the Affected Member's Units. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time-to-time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required by Applicable Law. The terms of the Payoff Note may include periodic payment obligations and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

## ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

**Section 5.01 Capital Contributions.** Each Member owning Common Units has made the Capital Contribution giving rise to such Member's Capital Account, as defined in Section 5.03 herein, and is deemed to own the number, type, series, and class of Units, in each case, in the amounts set forth opposite such Member's name on the Schedule of Members as in effect on the date hereof.

### **Section 5.02 Additional Capital Contributions.**

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the unanimous consent of the Managers and in connection with an issuance of Units made in compliance with Section 3.02 or Section 9.02.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

**Section 5.03 Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
  - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution;

- (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and
  - (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
- (i) the cash amount or book value of any property Distributed to such Member;
  - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI; and
  - (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

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

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

**Section 5.06 No Withdrawal.** No Member shall be entitled to withdraw any part of their Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

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

**Section 5.08 Modifications.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If a Manager determines that it is prudent to modify the manner in which

the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, a Manager may authorize such modifications.

## **ARTICLE VI ALLOCATIONS**

### **Section 6.01 Allocation of Profits and Losses.**

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in proportion to the number of Units held by each Member.

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations § 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations § 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations § 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations § 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Code § 704(b).

(d) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 6.01, except as may otherwise be provided herein or under the Code.

## **ARTICLE VII DISTRIBUTIONS**

### **Section 7.01 General.**

(a) Subject to Section 7.02, Section 7.03, and Section 7.04, by unanimous consent of the Managers, the Managers shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

**Section 7.02 Priority of Distributions.** After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 12.03, if applicable, all Distributions determined to be made by the Managers pursuant to Section 7.01 shall be made to Members pro rata in proportion to the number of Units held by each Member.

**Section 7.03 Withholding.** If any federal, foreign, state, or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of taxable income or any items thereof, or with respect to Distributions, the Company shall withhold from Distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility and shall pay any amounts withheld to the appropriate taxing authorities. In such a case, for purposes of this Agreement the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld Distribution or other amount due and to have paid the withholding tax directly and such Member's share of cash Distributions or other amounts due shall be reduced by a corresponding amount. If it is anticipated that, at the due date of the Company's withholding obligation, the Member's share of cash Distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest at a rate equal to the prime rate published in the Wall Street Journal on the date of the missed payment plus two percent (2%) per annum, and the Company shall apply all Distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or Distributions shall be applied first to interest and then to principal until the loan is repaid in full.

**Section 7.04 Tax Distributions.** Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company shall Distribute to each Member (any such Distribution, a "Tax Distribution") an amount such that total Distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state, and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. For purposes of the computation required by this Section 7.04, the taxable net income for a taxable year allocated to each Member shall be deemed to be reduced by any prior net loss allocated to such Member that was not previously taken into account under this sentence. Capital losses included in any such prior net losses shall be included in the computation only to the extent of subsequent capital gains. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal and state income tax rate applicable to individuals under the Code and the laws of the state in which any Member of the Company resides or where the Company does business and which state has highest effective state income tax rate of all of the states in which any Members of the Company reside or where the Company does business, giving effect to the different tax rates attributable to different types of income earned by the Company, and the deductibility of state taxes for federal income tax purposes. Any Tax Distribution shall be treated as an advance on the

Member's rights to Distributions under Section 7.01 and Section 7.02 and shall reduce the amount of the first such Distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Managers to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the Members' rights to Distributions under Section 7.01 and Section 7.02 (and to the amount of the annual distribution under this Section 7.04). If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never Distributed.

## **ARTICLE VIII MANAGEMENT**

**Section 8.01 Management of the Company.** The number of Managers of the Company shall be fixed from time-to-time by the affirmative vote of the Majority Unitholders, but in no instance shall there be fewer than two (2) Managers. Subject to the provisions of Section 8.02 and except as otherwise provided by the LLC Act, the business, property, and affairs of the Company shall be initially managed by two (2) managers (each a "Manager," and collectively the "Managers"). The initial Managers of the Company shall be Priyanka Patel and Tejal Patel. Each Manager shall serve as a Manager until their death, incapacity, resignation, or removal. The actions of any Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by a Manager pursuant to a duly adopted resolution expressly authorizing such action.

**Section 8.02 Actions Requiring Approval of Members.** Subject to any contrary provision herein requiring approval by a different percentage or of particular Members the Company shall not enter into any commitment, without the written approval of the Majority Unitholders to:

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

(b) issue additional Membership Interests, equity securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of Article IX and Section 5.04, admit additional Members to the Company;

(c) incur any indebtedness, pledge, or grant liens on any assets or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person in excess of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) in a single transaction or series of related transactions, or in excess of FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000.00 USD) in the aggregate at any time outstanding;

(d) make any loan or advance to or a Capital Contribution or investment in, any Person, in excess of FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000.00 USD);

(e) enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, consolidation, sale of stock, or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;

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

(g) convert from a limited liability company to a corporation or change tax status;

(h) enter into a new line of business;

(i) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability with a value in excess of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) or agree to the provision of any equitable relief by the Company; or

(j) dissolve, wind up, or liquidate the Company or initiate a bankruptcy or state insolvency or receivership proceeding involving the Company.

**Section 8.03 Removal; Resignation.** A Manager may be removed at any time, with or without cause, by the Majority Unitholders. A Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following a Manager's removal or resignation, a successor Manager shall be elected by the Majority Unitholders. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Member from the Company.

**Section 8.04 No Meetings; Action by Written Consent.** The Managers of the Company shall not be required to hold annual meetings of the Company or any special meetings. Notwithstanding anything herein to the contrary, any action requiring consent of the Managers may be taken without a meeting if a written consent constituting a majority of the Managers of the Company shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

**Section 8.05 Compensation; No Employment.**

(a) Each Manager shall be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of their duties as a Manager. Nothing contained in this

Section 8.05 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

**Section 8.06 No Personal Liability.** By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

## ARTICLE IX TRANSFER

### Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 4.05 and Section 9.02, or as required pursuant to Section 4.12, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Majority Unitholders. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(b) Notwithstanding any other provision herein to the contrary, each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

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

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

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

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

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

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

(d) Except as provided in Section 4.05, no Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(e) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term “Membership Interest” unless otherwise explicitly agreed to by the parties to such Transfer.

**Section 9.02 Permitted Transfers.** The provisions of Section 9.01 and Article X shall not apply to any of the following Transfers by any Member of any of its Units. The provisions of Section 9.01 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a “Permitted Transferee” and, any such Transfer to a Permitted Transferee, a “Permitted Transfer”):

(a) any Affiliate of such Member; or

(b) with respect to a Member that is an individual: (i) such Member’s spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the spouses of each such natural persons (collectively, “Family Members”); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life; (iv) a corporation, partnership, or limited liability company, the shareholders, partners, or members of which are only such Member and/or Family Members of such Member; or (v) such Member’s executors, administrators, testamentary trustees, legatees, or beneficiaries, by will or the laws of intestate succession.

## **ARTICLE X CONFIDENTIALITY**

### **Section 10.01 Confidentiality.**

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

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; *provided, however*, that in the case of clause (i), (ii) or (iii) above, such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been

independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member, or any of their respective Representatives; *provided, however*, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

## ARTICLE XI ACCOUNTING; TAX MATTERS

**Section 11.01 Inspection Rights.** Upon reasonable notice from a Member, the Company shall, and shall cause its Managers and employees to, afford each Member and its Representatives reasonable access during normal business hours to: (i) the Company's and the Company Subsidiaries' properties, offices, plants, and other facilities; (ii) the corporate, financial, and similar records, reports, and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters, and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) the Company's and the Company Subsidiaries' senior employees and public accountants, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company and the Company Subsidiaries with their senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances, and accounts).

### **Section 11.02 Partnership Tax Representative.**

(a) **Appointment.** The Members hereby appoint Priyanka Patel who shall serve as the "partnership representative" (as such term is defined in Code § 6223) for the Company (the "Partnership Representative").

(b) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by taxing authorities and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) **Income Tax Elections.** Subject to Section 8.02, the Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

(d) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) **Resignation.** The Partnership Representative may resign at any time. If Priyanka Patel ceases to be the Partnership Representative for any reason, the Majority Unitholders of the Company shall appoint a new Partnership Representative.

**Section 11.03 Tax Returns.** At the expense of the Company, the Managers shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Managers will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

**Section 11.04 Company Funds.** All funds of the Company shall be deposited in the Company's name, or in such name as may be designated by a Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by a Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of a Manager.

## **ARTICLE XII DISSOLUTION AND LIQUIDATION**

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

- (a) an election to dissolve the Company made by Majority Unitholders;
- (b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) the entry of a decree of judicial dissolution or administrative order of dissolution by a Governmental Authority.

**Section 12.02 Effectiveness of Dissolution.** Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall

not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03, and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

**Section 12.03 Liquidation.** If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) **Liquidator.** A Manager, or, if all of Managers are unable to do so, a Person selected by the Majority Unitholders, shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

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

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

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of this Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

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

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

**Section 12.06 Resource for Claims.** Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against a Manager, the Liquidator, or any other Member.

### **ARTICLE XIII EXCULPATION AND INDEMNIFICATION**

#### **Section 13.01 Exculpation of Covered Persons.**

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

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

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information) of the following Persons or groups: (i) another Manager; (ii) one (1) or more employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

#### **Section 13.02 Liabilities and Duties of Covered Persons.**

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

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

#### **Section 13.03 Indemnification.**

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

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

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

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

order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; *provided, however*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to

the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

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

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

#### **ARTICLE XIV MISCELLANEOUS**

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

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

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

*If to the Company:* Uma Flowers LLC  
109 Raffaele Drive  
Waltham, Massachusetts 02452  
E-mail: patel.priy@gmail.com  
Attention: Priyanka Patel

*with a copy to:* Vicente Sederberg LLP  
2 Seaport Lane, 11th Floor  
Boston, Massachusetts 02210  
E-mail: brandon@vicentesederberg.com  
Attention: Brandon Kurtzman, Esq.

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

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

**Section 14.05 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Subject to Section 13.03(f), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 14.06 Entire Agreement.** This Agreement and all related exhibits and schedules attached hereto constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**Section 14.07 Successors and Assigns.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Section 14.08 No Third-party Beneficiaries.** Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 14.09 Amendment.** No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Majority Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; *provided, however*, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to: (a) such Member relative to the rights of other Members in respect of Units of the same class or series; or (b) a class

or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase, or Transfer of Units in accordance with this Agreement may be made by a Manager without the consent of or execution by the Members.

**Section 14.10 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 14.11 Governing Law.** This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

**Section 14.12 Arbitration .** Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope or applicability of this Section 14.12, shall be finally settled by arbitration and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall share the costs of the arbitration equally; *provided, however*, each party shall be responsible for its own attorneys' fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Denver, by a single arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator within thirty (30) days of delivery of the notice of arbitration, they agree to use the American Arbitration Association as an appointing authority. The arbitrator shall have the power to grant legal and equitable remedies, but they shall not grant punitive damages. To the extent federal and state law conflict as regards this Agreement, state law shall apply. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator shall issue an award in this dispute within one (1) year of their appointment. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The parties hereto acknowledge that they are irrevocably waiving the right to a

trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

**Section 14.13 WAIVER OF JURY TRIAL.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 14.14 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**Section 14.15 Attorneys' Fees.** In the event that any party hereto institutes any legal suit, action, or proceeding, excluding arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 14.16 Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

**Section 14.17 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**COMPANY**

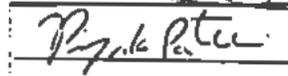
**UMA FLOWERS LLC**



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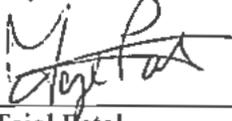
By: Tejal Patel  
Its: Co-Founder

**THE MEMBERS**



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Priyanka Patel



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Tejal Patel

Exhibit A

**FORM OF JOINDER AGREEMENT**

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, (as amended, modified, restated or supplemented from time to time, the "Operating Agreement"), among **UMA FLOWERS, LLC**, a Massachusetts limited liability company (the "**Company**"), and its Members party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Exhibit B

**FORM OF SUBSCRIPTION LETTER**

Date: \_\_\_\_\_

Uma Flowers LLC  
109 Raffaele Drive  
Waltham, Massachusetts 02452

Re: Subscription for Common Units

To Whom It May Concern:

I hereby subscribe for \_\_\_\_\_ common units (the "Units") of Uma Flowers LLC, a Massachusetts limited liability company (the "Company"), in exchange for consideration of \$\_\_\_\_\_ USD in the aggregate, which is agreed to be at least one hundred percent (100%) of the fair market value of the Units.

All of the Units so received will be taken by me for my own account as an investment and not with a view to the distribution thereof.

It is understood that the Company will issue the Units without their registration under the Securities Act of 1933, as amended (the "Act"); *therefore*, the Units may not be resold or transferred unless they are registered under the Act or unless an exemption from registration is available.

Warm Regards,

\_\_\_\_\_

By: \_\_\_\_\_

Schedule A

**SCHEDULE OF MEMBERS**

<b>Member Name and Address</b>	<b>Common Units</b>	<b>Capital Contributions</b>	<b>Issue Date</b>
Priyanka Patel 109 Raffaele Drive Waltham, MA 02452	50,000	\$50.00 USD	10-18-19
Tejal Patel 109 Raffaele Drive, Waltham, MA 02452	50,000	\$50.00 USD	10-18-19
<b>Total:</b>	100,000	\$100.00 USD	

# Unemployment Assistance Certification Form

Signed under the pains and penalties of perjury, I, Priyanka Patel, certify that Uma Flowers LLC cannot register with the Department of Unemployment Assistance until after hiring employees.

Priyanka Patel  
Signature of Uma Flowers LLC manager

03/20/2020  
Date



Uma Flowers LLC  
2 Tarbell St  
Pepperell, MA 01463

This letter is to confirm that Platinum Insurance Agency Inc. is able to procure the proper liability insurance requirements per the Massachusetts Cannabis Control Commission's 935 CMR 500.105(10) requirements referenced below for the above named applicant.

"A Marijuana Establishment shall obtain and maintain a general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

If you have any further questions, please call our offices at 781-859-5356

Sincerely,

Niru Yadav

President

Platinum Insurance Agency Inc.



**UMA FLOWERS LLC**

**BUSINESS PLAN**

February 19, 2020

## EXECUTIVE SUMMARY

### **Mission Statement and Message from the CEO**

Uma Flowers LLC (“Uma Flowers”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

Uma Flowers is owned by two women from Massachusetts with ties to the local community and a history of commitment to non-profits and healthcare. Uma Flowers’ team has many years of retail experience, handling of controlled substance, and analyzing and improving community health. Uma Flowers seeks to establish an exemplary management team with the goal of operating a premier family-owned, small-business, retail Marijuana Establishment in the town and overall state.

### **License Types**

Uma Flowers is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Retailer at 2 Tarbell Street Pepperell, MA 01463

### **What Drives Us**

Uma Flowers’ goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Uma Flowers’ operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

## TEAM

### **General**

Uma Flowers has put together a team to implement the operations of the Marijuana Establishment and intends to create 8-10 full-time staff positions within the first three years of operation. Uma Flowers has assembled a team of professionals with a diverse set of talents to operate an Adult Use Marijuana Dispensary. The team includes a number of consultants including security, legal and industry experts in addition to the leadership team. The team’s combined experience includes retail, patient health, public health and pain management. The leadership team is committed to operating a highly professional dispensary. No Person or Entity

Having Direct or Indirect Control over Uma Flowers team is or will be a controlling person with over more than three licenses in a particular class of license.

### **Founders**

Priyanka Patel, PharmD, Co-Founder, Co-Chief Executive Officer, Chief Compliance Officer

- Pharmacist in retail setting for over 10 years. Experience with Handling, Managing and Dispensing Controlled substances. Experienced in providing education/consultation in controlled substances along with being compliant with federal and state laws.
- Small business owner/operator in New England area for over 10 years.
  - Co-Founder and Co-Chief Executive Officer is responsible for creating and upholding the core values and vision of Uma Flowers. Additionally, she is responsible for setting long-term goals for the company and guiding the company strategically to accomplish those goals. Lastly, she is responsible for implementing standard operation procedures for retail sales.
  - Chief compliance officer is responsible for ensuring the company is complying with applicable laws and regulations. Also responsible for ensuring those employees are following standard operating procedures and company policies.

Tejal Patel, MPH, Co-Founder, Co-Chief Executive Officer, Director of Diversity & Inclusion

- A master's in public health graduate with 5 years of experience in working to improve the quality of health care for people in the community. Created clinical quality measures to identify areas where healthcare could be improved for patients. Specifically worked with cancer patients in the community to improve their experience during their cancer treatment.
- Experience working with patients to ensure they receive good coordinated care in the health care system.
  - Co-founder and Co-Chief Executive Officer is responsible for creating and upholding the core values and vision of Uma Flowers. Additionally, she is responsible for setting long term goals for the company and guiding the company strategically to accomplish those goals. She is also responsible for recruiting and retaining the best talent for the company. She is also responsible for overseeing all administrative and human resources aspects of the company.
  - Director of Diversity and Inclusion is responsible for measuring and monitoring company diversity and developing new programs and practices to effectively increase diversity. She will also ensure the company is an equal opportunity employer and appropriately executes the Plan to Positively Impact Areas of Disproportionate Impacts and the Diversity Plan which are required by the Cannabis Control Commission.

### **Executive Management Team**

Davis Patel, MD, Chief Financial Officer

- A graduated physician from the American College of Medicine, American University of Antigua College of Medicine, Antigua and Barbuda. Completed his internal medicine

resident at Lincoln Medical and Mental Health Center in Bronx, NY. Along with being a physician, Davis has been a small business owner/operator since 2009 in New England.

- Chief Financial Officer is responsible for managing the company's finances, including financial planning, management of financial risks, record-keeping, and financial reporting. The Chief Financial Officer is also responsible for tracking cash flow and the company's financial strengths and weaknesses and proposing corrective actions.

Yash Patel, MD, MPH, Chief Educational Officer

- A practicing Cardiologist. Has >10 years of experience in taking care of complex patients dealing with opioid and other substance use dependence, chronic pain syndrome, anxiety, stress, depression, and other medical comorbidities. Extensively published in peer-reviewed journals for innovative research in the medical field.
- Chief Educational Officer is responsible for providing education and training to the staff about the use of different cannabis strains/products to combat different ailments. Also, responsible to reduce the stigma associated with cannabis use among general public by increasing awareness of cannabis' pleotropic benefits.

### **Additional Staff**

Head of Security

- Responsible for the development and overall management of the Security Policies and Procedures, implementing, administering, and revising the policies as needed. Additionally, responsible for maintaining all security related records, incident reports and other reports written by security agents. Also, to maintain frequent contact with the Pepperell Police and Fire Department.

Store Manager

- Responsible for day-to-day operations, hiring, overseeing, and scheduling employees.

Reception

- Responsible for checking customer's ID cards and escorting them to the retail area for purchasing products

Salesclerk/Cashier

- Responsible for greeting customers, taking and fulfilling orders, and answering any product related questions. Additionally, responsible for great customer service and ensuring customers have a pleasant experience.

## **COMPANY DESCRIPTION**

### **Structure**

Uma Flowers is a Massachusetts domestic for-profit limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Uma Flowers will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

### **Operations**

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

Uma Flowers will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Uma Flowers will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Uma Flowers will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Uma Flowers will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Uma Flowers will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

Prior to commencing operations, Uma Flowers will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Uma Flowers. If Uma Flowers is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Uma Flowers has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Uma Flowers and Uma Flowers agents will comply with all local rules, regulations, ordinances, and bylaws.

### **Security**

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

Uma Flowers' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Uma Flowers' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Uma Flowers will maintain a current list of individuals with access. Uma Flowers will have security personnel on-site during business hours.

On-site consumption of marijuana by Uma Flowers' employees and visitors will be prohibited.

### **Benefits to Host Communities**

Uma Flowers looks forward to working cooperatively with its host communities to ensure that Uma Flowers operates as a responsible, contributing member of those host communities. Uma Flowers has established a mutually beneficial relationship with its host communities in exchange for permitting Uma Flowers to site and operate.

Uma Flowers' host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits:** A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product:** Uma Flowers will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control:** In addition to the Commission, the Police Department and other municipal departments will have oversight over Uma Flowers' security systems and processes.
5. **Responsibility:** Uma Flowers is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development:** Uma Flowers' operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

## **MARKET RESEARCH**

### **Customers**

Uma Flowers will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid identification.

### **Competitors**

Uma Flowers' has one competitor, New England Craft Cultivators, who are currently working with the town of Pepperell to secure a host community agreement. According to Pepperell's town bylaws, they will be issuing a maximum of 2 licenses. Uma Flowers LLC is the first marijuana establishment to receive a host community agreement from the town of Pepperell. While there have been over 700 applications submitted to the Commission in Massachusetts, only 76 applications have been submitted in Middlesex county where Uma Flowers plans to locate. Currently, there are only 12 operating retail establishments in Middlesex county.

### **Competitive Advantage**

Uma Flowers' competitive advantages over their competition include being owned by two minority women from Massachusetts with ties to the local community and a history of commitment to non-profits and healthcare. The professional background of both co-founders, a Pharmacist and a master's in public health, make them a unique duo that sets them apart from the average marijuana establishment owners and operators. Uma Flowers' team has many years of

retail experience, handling of controlled substance, and analyzing and improving community health. Unlike many of Uma Flowers' competitors, Uma Flowers is family owned and funded. The team is from and lives in Massachusetts and plans to play a hands-on role in working with the town and in the dispensary to assure the dispensary has a positive impact on the community. Uma Flowers seeks to establish an exemplary management team with the goal of operating a premier family-owned, small-business, retail Marijuana Establishment in the town and overall state.

Uma Flowers possesses several strengths that separate Uma Flowers from the competition. Co-founder, Priyanka Patel, not only has experience as a retail pharmacist, but has been involved with owning and operating several family businesses. Priyanka's experience with working in a pharmacy and in family businesses will help her own and operate a retail marijuana establishment. The second Co-founder, Tejal Patel, has worked in the public health space and has experience with working with people in the community to improve health care. This experience will help with developing a retail marijuana establishment that meets consumer's needs. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

### **Regulations**

Uma Flowers is a Massachusetts domestic for-profit limited liability company. Uma Flowers will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Uma Flowers will apply for all state and local permits and approvals required to build out and operate the facility.

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

### **Products & Services**

In addition to traditional sativa, indica, and hybrid cannabis flower, Uma Flowers will offer a wide range of products that will allow Uma Flowers to serve customers with a wide variety of needs. Products Uma Flowers intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils

9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

### **Pricing Structure**

Uma Flowers' pricing structure will vary based on market conditions. Uma Flowers plans to provide products of superior quality and will price accordingly.

## **MARKETING & SALES**

### **Growth Strategy**

Uma Flowers' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

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

### **Communication**

Uma Flowers will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Uma Flowers will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Uma Flowers will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these

events, Uma Flowers will market its products and services to reach a wide range of qualified consumers.

Uma Flowers will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Uma Flowers will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

### **Sales**

Uma Flowers will sell its products and services by engaging customers with knowledgeable personnel and engaging customers from social media marketing. Staff will be trained on products and how to properly educate customers on products at the marijuana establishment.

Uma Flowers will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Uma Flowers will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

### **Logo**

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

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

An image of the logo can be found below:



## FINANCIAL PROJECTIONS

Pepperell Dispensary

	Year 1	Year 2	Year 3
Avg Daily Customers	91	100	105
Avg Hourly Customers	9	11	12
Annual Customers	32,801	36,081	37,885
Total Sales	\$ 3,280,114.29	\$ 3,608,125.71	\$ 3,788,532.00
Annual Growth		10%	5%
<b>Taxes &amp; Fees</b>			
State Sales, Excise, Local City Tax (20%)	\$ 546,685.71	\$ 601,354.29	\$ 631,422.00
Total Sales After Taxes	\$ 2,733,428.57	\$ 3,006,771.43	\$ 3,157,110.00
Total Sales After Taxes	\$ 2,733,428.57	\$ 3,006,771.43	\$ 3,157,110.00
COGS 40%	\$ 1,093,371.43	\$ 1,202,708.57	\$ 1,262,844.00
Gross Profit	\$ 1,640,057.14	\$ 1,804,062.86	\$ 1,894,266.00
<b>Expenses</b>			
Recurring Expenses	\$348,430	\$348,430	\$348,430
Labor Costs	\$338,580	\$338,580	\$338,580
Capital Expenditures	\$188,500	\$5,000	\$5,000
Total	\$875,510	\$692,010	\$692,010
Gross Profit	\$ 1,640,057.14	\$ 1,804,062.86	\$ 1,894,266.00
Total Expenses	\$875,510	\$692,010	\$692,010
Fed Tax 40%	\$ 656,022.86	\$ 721,625.14	\$ 757,706.40
Host Agreement Fee (3%)	\$ 82,002.86	\$ 90,203.14	\$ 94,713.30
Net Operating Income	\$ 26,521.43	\$ 300,224.57	\$ 349,836.30

## FINAL REMARKS

Uma Flowers has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Uma Flowers hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Uma Flowers' security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Uma Flowers is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In

doing so, Uma Flowers looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

## **PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

Pursuant to 935 CMR 500.050(8)(b), Uma Flowers LLC (“Uma Flowers”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Uma Flowers agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Uma Flowers discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Uma Flowers will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Uma Flowers will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Uma Flowers will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Uma Flowers will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Uma Flowers packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Uma Flowers’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## **QUALITY CONTROL AND TESTING**

### **Quality Control**

Uma Flowers LLC (“Uma Flowers”) will comply with the following sanitary requirements:

1. Any Uma Flowers agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Uma Flowers agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Uma Flowers’ hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Uma Flowers’ production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Uma Flowers’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Uma Flowers will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Uma Flowers’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Uma Flowers’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Uma Flowers’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Uma Flowers will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Uma Flowers acknowledges and understands that the Commission may require Uma Flowers to demonstrate the intended and actual use of any toxic items found on Uma Flowers’ premises;

11. Uma Flowers will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Uma Flowers' needs;
12. Uma Flowers' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Uma Flowers will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Uma Flowers will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Uma Flowers will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Uma Flowers' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Uma Flowers will ensure that Uma Flowers' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Uma Flowers will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Uma Flowers to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

### Testing

Uma Flowers will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Uma Flowers for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101:

*Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Uma Flowers' marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Uma Flowers' environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Uma Flowers' marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Uma Flowers acknowledges and understands that the Commission may require additional testing.

Uma Flowers' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Uma Flowers and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Uma Flowers will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Uma Flowers acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Uma Flowers' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Uma Flowers for

disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

## **RECORDKEEPING PROCEDURES**

### General Overview

Uma Flowers LLC (“Uma Flowers”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Uma Flowers documents. Records will be stored at Uma Flowers in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

### Recordkeeping

To ensure that Uma Flowers is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Uma Flowers’ quarter-end closing procedures. In addition, Uma Flowers’ operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Uma Flowers.
- **Personnel Records**  
At a minimum, Personnel Records will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Uma Flowers and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- **Handling and Testing of Marijuana Records**
  - Uma Flowers will maintain the results of all testing for a minimum of one (1) year.
- **Inventory Records**
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- **Seed-to-Sale Tracking Records**
  - Uma Flowers will use Metrc to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of

development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
  - Uma Flowers will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Uma Flowers will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Uma Flowers for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Uma Flowers' jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Uma Flowers will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Uma Flowers agents present during the disposal or other handling, with their signatures. Uma Flowers will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Uma Flowers is aware of pending criminal, civil or administrative

investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records
  - Uma Flowers will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Uma Flowers' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Uma Flowers shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Uma Flowers closes, all records will be kept for at least two (2) years at Uma Flowers' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Uma Flowers will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Uma Flowers' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Uma Flowers' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Uma Flowers operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Uma Flowers, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Uma Flowers' website.
- Policies and procedures for the handling of cash on Uma Flowers premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Uma Flowers shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the

records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

**Record-Retention**

Uma Flowers will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

## MAINTAINING OF FINANCIAL RECORDS

Uma Flowers LLC's ("Uma Flowers") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Uma Flowers.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Uma Flowers determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records

Uma Flowers shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

## **DIVERSITY PLAN**

### **Overview**

Uma Flowers LLC (“Uma Flowers”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.<sup>1</sup>

To support such populations, Uma Flowers has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Uma Flowers’ operations.

### **Goals**

In order for Uma Flowers to promote equity for the above-listed groups in its operations, Uma Flowers has established the following goals:

1. Recruit a staff comprised of 50% women and 20% minorities, veterans, people with disabilities, and/or individuals who are LGBTQ for its hiring initiatives
2. Host four business seminars per year to provide industry related training and leadership to diverse population entrepreneurs which includes minorities, women, veterans, people with disabilities.

### **Programs**

Uma Flowers has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Advertise employment opportunities in diverse publications such as on Jobfindah.com, newenglandtechvets.org, and inhersight.com.
2. First Uma Flowers will advertise the business seminars at least 8 weeks in advance of the set date. Uma Flowers will advertise within retail shop by posting signs and handing flyers to customers and on their website. Uma Flowers will host one business seminar per quarter at the establishment or elsewhere within the town. The seminar will include a presentation given by one or both of the founders who are women and minorities on start-ups, challenges, solutions and resources. There will be an opportunity for question and answers for the attendees.

### **Measurements**

The Director of Diversity & Inclusion will administer the Plan and will be responsible for developing measurable outcomes to ensure Uma Flowers continues to meet its commitments.

<sup>1</sup> As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission’s *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Uma Flowers is interpreting “[p]eople of all gender identities and sexual orientations” to mean people identifying as LGBTQ+.

Such measurable outcomes, in accordance with Uma Flowers' goals and programs described above, include:

- Number of individuals from the above referenced demographic groups who were hired and retained after the issuance of a license
- Number of business seminars held per year. Also, to give a survey at the end of the seminar to understand beneficial and unbeneficial topics of the seminar to improve the seminar for future attendees

Beginning upon receipt of Uma Flowers' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Uma Flowers will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Diversity & Inclusion will review and evaluate Uma Flowers' measurable outcomes no less than 3 months to ensure that Uma Flowers is meeting its commitments. Uma Flowers is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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

## QUALIFICATIONS AND TRAINING

Uma Flowers LLC (“Uma Flowers”) will ensure that all employees hired to work at a Uma Flowers facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Uma Flowers will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Uma Flowers discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Uma Flowers will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

### Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Uma Flowers’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Uma Flowers’ current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Uma Flowers is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Uma Flowers will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Uma Flowers’ records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Uma Flowers' agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
  - How to check identification;
  - Spotting false identification;
  - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
  - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability;
  - License sanctions;
  - Waste disposal;
  - Health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale;
  - Conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records;
  - Privacy issues; and
  - Prohibited purchases and practices.

## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### Overview

Uma Flowers LLC (“Uma Flowers”) will securely maintain personnel records, including registration status and background check records. Uma Flowers will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Uma Flowers and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

### After-Hours Contact Information

Priyanka Patel, Co-Founder, Co-Chief Executive Officer, Chief Compliance Officer  
617-784-4046

Tejal Patel, Co-Founder, Co-Chief Executive Officer, Director of Diversity & Inclusion  
240-472-5419

### Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10AM – 9PM

Tuesday: 10AM – 9PM

Wednesday: 10AM – 9PM  
Thursday: 10AM – 9PM  
Friday: 10AM – 10PM  
Saturday: 10AM – 10PM  
Sunday: 10AM – 6PM

## Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Uma Flowers will undergo a detailed background investigation prior to being granted access to a Uma Flowers facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Uma Flowers pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Uma Flowers will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Uma Flowers will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Uma Flowers will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
  - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
  - References provided by the agent will be verified at the time of hire.
  - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Uma Flowers or the Commission.

### Personnel Policies and Training

As outlined in Uma Flowers' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Uma Flowers agents are required to complete training as detailed in Uma Flowers' Qualifications and Training plan which includes but is not limited to Uma Flowers' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Uma Flowers will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Uma Flowers operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.