



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284103
Original Issued Date: 03/15/2022
Issued Date: 03/15/2022
Expiration Date: 03/15/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Harvest Club, LLC

Phone Number: 978-790-4139 Email Address: chris@thegoodscannabisco.com

Business Address 1: 153 Main St STE 222

Business Address 2:

Business City: North Reading Business State: MA

Business Zip Code: 01864

Mailing Address 1: 153 Main St STE 222

Mailing Address 2:

Mailing City: North Reading Mailing State: MA

Mailing Zip Code: 01864

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

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: 28.05

Percentage Of Control: 25

Role: Manager

Other Role:

First Name: Christopher

Last Name: Vining

Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 22.95 Percentage Of Control: 25
Role: Manager Other Role:
First Name: Alexander Last Name: DeGroot Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 25
Role: Manager Other Role:
First Name: Marc Last Name: Fireman Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 25
Role: Manager Other Role:
First Name: Frank Last Name: Schillace Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 29.82 Percentage Of Control:
Role: Owner / Partner Other Role:
First Name: Paul Last Name: Fireman Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 10.65
Entity Legal Name: Somerville 255, LLC Entity DBA: DBA
City: City:
Entity Description: Limited Liability Company
Foreign Subsidiary Narrative:
Entity Phone: 917-403-5535 Entity Email: Entity Website:
frank.schillace@growcoreinvest.com
Entity Address 1: 60 Walnut Street, Suite 302 Entity Address 2:

Entity City: Wellesley Entity State: MA Entity Zip Code: 02481
Entity Mailing Address 1: 60 Walnut Street, Suite 302 Entity Mailing Address 2:
Entity Mailing City: Wellesley Entity Mailing State: MA Entity Mailing Zip Code:
02481

Relationship Description: Parent company in order to make an investment into license.

Entity with Direct or Indirect Authority 2

Percentage of Control: Percentage of Ownership: 37.28
Entity Legal Name: Chatham Road, LLC Entity DBA: DBA
City:

Entity Description: Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone: 917-403-5535 Entity Email: Entity Website:
fran.schillace@growcoreinvest.com

Entity Address 1: 800 South Street, Suite 600 Entity Address 2:
Entity City: Waltham Entity State: MA Entity Zip Code: 02430
Entity Mailing Address 1: 800 South Street, Suite 600 Entity Mailing Address 2:
Entity Mailing City: Waltham Entity Mailing State: MA Entity Mailing Zip Code:
02430

Relationship Description: Parent company in order to make an investment into license.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Harvest Club, LLC Entity DBA: The Goods
Email: Phone:
chris@thegoodscannabisco.com 978-790-4139
Address 1: 153 Main St Ste 222 Address 2:
City: North Reading State: MA Zip Code: 01864
Types of Capital: Monetary/Equity, Other Type of Total Value of Capital Provided: Percentage of Initial Capital:
Debt Capital: \$1191635.55 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 255 Elm Street
Establishment Address 2:
Establishment City: Somerville Establishment Zip Code: 02144

Approximate square footage of the establishment: 4800

How many abutters does this property have?: 50

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
Certification of Host Community Agreement	Harvest Club HCA Certification Form.pdf	pdf	602e78a14768190803e0fa9c	02/18/2021
Plan to Remain Compliant with Local Zoning	ZONING COMPLIANCE PLAN.pdf	pdf	602e99cae8348307b312b422	02/18/2021
Community Outreach Meeting Documentation	Harvest Club VCOM Attestation Packet.pdf	pdf	61dc9bd735cb3e08f7216872	01/10/2022

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	Harvest Club PPI 1.21.22.pdf	pdf	61eb2618ea5b88086e76cbd3	01/21/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:
First Name: Christopher Last Name: Vining Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Manager Other Role:
First Name: Alexander Last Name: DeGroot Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Manager Other Role:
First Name: Marc Last Name: Fireman Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Manager Other Role:
First Name: Frank Last Name: Schillace Suffix:

Date generated: 04/05/2022

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner

Other Role:

First Name: Paul

Last Name: Fireman Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Chatham Road, LLC

Entity DBA:

Entity Description: Parent company in order to make an investment into license.

Phone: 917-403-5535

Email: Frank.Schillace@growcoreinvest.com

Primary Business Address 1: 800 South Street, Suite 600

Primary Business Address 2:

Primary Business City: Waltham

Primary Business State: MA

Principal Business Zip Code:
02430

Additional Information:

Entity Background Check Information 2

Role: Investor/Contributor

Other Role:

Entity Legal Name: Somerville 255, LLC

Entity DBA:

Entity Description: Parent company in order to make an investment into license.

Phone: 917-403-5535

Email: Frank.Schillace@growcoreinvest.com

Primary Business Address 1: 60 Walnut Street, Suite 302

Primary Business Address 2:

Primary Business City: Wellesley

Primary Business State: MA

Principal Business Zip Code:
02481

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	COGS - Sec of State.pdf	pdf	602e80834ec46c07be83aeb7	02/18/2021
Articles of Organization	Certificate of Org. and As Amended -- The Harvest Club.pdf	pdf	602e81396ec5ac07fccbe7ce	02/18/2021
Department of Revenue - Certificate of Good standing	DOR - COGS - 10.1.2021.pdf	pdf	618d43103982c731eb1c901c	11/11/2021
Articles of Organization	DUA Compliance Certificate.pdf	pdf	618d431e99d47637982bd8ec	11/11/2021
Articles of Organization	DBA - Form .pdf	pdf	618d433b2c8fa137b9c79aad	11/11/2021
Bylaws	11.11.21 - Executed Operating Agreement.pdf	pdf	618d6e1c6155aa37c425735a	11/11/2021

No documents uploaded

Massachusetts Business Identification Number: 001306257

Doing-Business-As Name: The Goods

DBA Registration City: Somerville

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	602e82b636fab307c9b2b4bb	02/18/2021
Proposed Timeline	Proposed Timeline -- Somerville.pdf	pdf	602e83cbffb50c07eaff88ba	02/18/2021
Business Plan	11.10.2021 - The Harvest Club Business Plan.pdf	pdf	618d6e7986cf8531b41a61e9	11/11/2021

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	602e84f66ec5ac07fccbe7dc	02/18/2021
Separating recreational from medical operations, if applicable	PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS.pdf	pdf	602e85534768190803e0fad1	02/18/2021
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	602e85b9ffb50c07eaff88ce	02/18/2021
Security plan	SECURITY PLAN.pdf	pdf	602e87527fa14107d40311be	02/18/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	602e87ba59c4f4079dbb1d5c	02/18/2021
Storage of marijuana	STORAGE OF MARIJUANA.pdf	pdf	602e8816cb9ce807dbbd69a6	02/18/2021
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	602e887f58692907c5819cdd	02/18/2021
Inventory procedures	Inventory Procedures.pdf	pdf	602e89784bc57307f1ff24d1	02/18/2021
Quality control and testing	QUALITY CONTROL & TESTING.pdf	pdf	602e89ef5aed110812e48617	02/18/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	602e8ace425ec707cc816790	02/18/2021
Personnel policies including background checks	PERSONNEL POLICIES.pdf	pdf	602e8b5e15696807a4445819	02/18/2021
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	602e8c0c15696807a444581f	02/18/2021
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	602e8c6f58692907c5819cfd	02/18/2021
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	602e8d7a425ec707cc8167b3	02/18/2021
Energy Compliance Plan	Energy Compliance.pdf	pdf	602e8e3b4ec46c07be83af12	02/18/2021
Maintaining of financial records	Maintaining of Financial Records 10.20.21.pdf	pdf	618d43807c9a0537aea4c83d	11/11/2021
Diversity plan	Diversity Plan 1.10.22.pdf	pdf	61dc8dda25efbc08930092c5	01/10/2022

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 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: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 11:00 AM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

The Harvest Club, LLC.

2. Name of applicant’s authorized representative:

Chris Vining, Manager

3. Signature of applicant’s authorized representative:

CVining

4. Name of municipality:

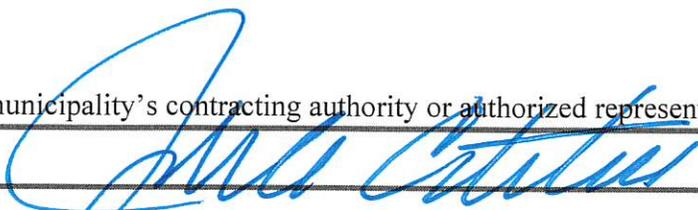
Somerville, MA

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

MAYOR JOSEPH A. CURTATONE



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



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

MAYOR@SOMERVILLEMA.GOV

8. Host community agreement execution date:

~~11/19/2020~~ 11/20/2020

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Overview

The Harvest Club, LLC (“THC”) has developed a plan to comply and remain in compliance with the local zoning bylaws, codes, ordinances and regulations of the City of Somerville. Below is a summary of our plan.

Address: 255 Elm Street
Size: Approximately 4,800 sq ft
Zoning: Central Business District

Local Rules

Marijuana Retail is allowed by special permit from the Planning Board in the Central Business District

Compliance

The Harvest Club’s proposed location for a recreational cannabis retail facility is allowed with Site Plan Review and a Special Permit from the Planning Board.

The proposed building site complies with the requirements of *935 CMR 500.110(3)*.

Our location is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of the grades one through twelve. The distance shall be measured in a straight line from the nearest point of the property line in questions to the nearest point of THC property line.

THC’s retail marijuana operations will take place in a designated area that is not visible from a public place.

THC will comply with the Signage, Lighting, Parking and all other requirements of the Zoning Bylaws of Somerville.

Ongoing Compliance

THC will employ a Compliance Officer to ensure ongoing compliance. THC will ensure that the person in charge of compliance remains apprised of any zoning changes in the Town that could affect the project.

THC intends to continue a harmonious relationship with our host town, abutters and community.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



LEGAL NOTICES

Legal Notices can also be viewed on our website at www.thesomervilletimes.com**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Elm Court, LLC, to Athas Capital Group, Inc., dated March 5, 2019, and recorded with the Middlesex South Registry of Deeds in Book 72305, at page 398, as assigned to The Rama Fund, LLC, by assignment recorded on March 29, 2019, in said Deeds in Book 72400, at page 204, and as further assigned to PS Funding, Inc., by assignment recorded on April 11, 2019, in said Deeds in Book 72443, at page 93, and as further assigned to Wilmington Trust, National Association, not in its individual capacity, but solely as Trustee of MFRA TRUST 2016-1, by assignment dated July 21, 2020, recorded on August 10, 2020, in said Deeds in Book 75328, at page 438, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at One o'clock PM, on the 29th day of January A.D., 2021, on the premises below described being known as 111 Elm Street, Somerville, Massachusetts, all and singular the premises described in said mortgage as set forth below:

To wit: "A certain parcel of land together with the buildings thereon situated in the City of Somerville, Middlesex County, Massachusetts, and being lot numbered 27 on a plan of land entitled "Plan of Land in Somerville, belonging to Timothy Tufts arranged and numbered by L.R.W., May 6, 1890" which plan is recorded with Middlesex South Registry of Deeds in Plan Book 62, Plan 39. Said land is bounded and described as follows:

SOUTHWESTERLY by Elm Street, eighty-six and 01/100 (86.01) feet; NORTHWESTERLY by land now or formerly of Wentworth, Trustee, fifty-one and 47/100 (51.47) feet; NORTHEASTERLY by lot numbered 26 on said plan, seventy-seven 88/100 (77.88) feet; SOUTHEASTERLY by Hancock Street, eighty-seven and 96/100 (87.96) feet. Containing 5,429 square feet more or less, according to said plan of land.

Subject to restrictions of record insofar as the same are now in force and applicable, Said premises are conveyed subject to and with the benefit of easements and restrictions of record insofar as the same are now in force and applicable.

APN: 030-C. 00019-000000

PROPERTY ADDRESS: 111 ELM STREET, SOMERVILLE, MA 02144"

The above premises will be sold subject as above and to the following: any and all unpaid taxes, tax titles, municipal assessments and liens; any and all outstanding water and/or sewer charges; any and all covenants, easements, restrictions, rights, reservations, conditions and/or other enforceable encumbrances of record created prior to the mortgage; and to all tenancies and/or rights of parties in possession, if any of the aforesaid there be.

Terms: Twenty Thousand and 00/100 Dollars (\$20,000.00) will be required to be paid in cash or by certified check by the purchaser at the time and place of sale as earnest money. The balance is to be paid in cash or by certified check within thirty (30) days of the sale at the Law Offices of Ford & Paulekas, LLP, 280 Trumbull Street, Hartford, CT 06103. Other terms, if any, to be announced at the sale.

WILMINGTON TRUST, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST 2016-1
Present Holder of Said Mortgage

By: _____
David A. Hill, Jr.
Its Attorney

Attorneys for Mortgagee:
Ford & Paulekas, LLP
280 Trumbull Street
Hartford, CT 06103
(860) 527-0400

Dated: December 30, 2020

1/6/21, 1/13/21, 1/20/21 The Somerville Times

Legal Notices can be downloaded from our website:
www.TheSomervilleTimes.com



**City of Somerville
PLANNING BOARD**

City Hall 3rd Floor, 93 Highland Avenue, Somerville MA 02143

PUBLIC HEARING NOTICE

The Somerville Planning Board (PB) will hold a public hearing on **Thursday, February 4, 2021 at 6:00pm**. Pursuant to Governor Baker's March 12, 2020 Order suspending certain provisions of the Open Meeting Law, M.G.L. Chapter 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, as well as Mayor Curtatone's Declaration of Emergency, dated March 15, 2020, this public hearing will be conducted via remote participation.

**The meeting will be held using GoToWebinar.
TO USE A COMPUTER**

Link: <https://attendee.gotowebinar.com/register/1310069616441257744>
Webinar ID: 735-427-067

TO CALL IN

Phone number: 1 (562) 247-8422
Access code: 715-571-128

The Planning Board will consider the following pursuant to M.G.L. 40A and the Somerville Zoning Ordinance:

337 Somerville Ave Union Square Ventures LLC seeks modifications to the conditions of the previously issued special permits PB 2016-09 and PB 2016-09-R1-0317. Applicant will separately seek removal of the related condition imposed by the Zoning Board of Appeals.

Development review application submittal materials and other documentation may be viewed online at

<https://www.somervillema.gov/departments/ospcd/planning-and-zoning/reports-and-decisions>.

Interested persons may provide comments to the Planning Board at the hearing or by submitting written comments by mail to Planning & Zoning Division, 3rd Floor City Hall, 93 Highland Avenue, Somerville, MA 02143; or by email to planning@somervillema.gov.

1/20/21 The Somerville Times

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **February 4, 2021 at 6:00pm** via ZOOM Meetings. You can join the meeting by going to <https://zoom.us/j/96772126971> or dial 301.715.8592 and enter Meeting ID: 967 7212 6971. The proposed Cannabis Retail Facility is anticipated to be located at **255 Elm St. Somerville, MA 02144**. There will be an opportunity for the public to ask questions. Questions may also be sent in advance to info@theharvestclubs.com.

Applicant information can be obtained prior to the meeting by visiting:

<https://www.somervillema.gov/departments/programs/adult-use-marijuana-establishments>

1/20/21 The Somerville Times

Notice of Self Storage Sale

Please take notice Prime Storage - Somerville located at 39R Medford St., Somerville, MA 02143 intends to hold an auction to sell the goods stored by the following tenant at the storage facility. The sale will occur as an online auction via www.storagetreasures.com on **2/10/2021 at 12:00 PM**. Unless stated otherwise the description of the contents are household goods and furnishings. Tyler Motes unit #317B. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

1/20/21 The Somerville Times

**TO PLACE LEGAL ADVERTISEMENTS IN
THE SOMERVILLE TIMES,
CONTACT US BY 12 PM MONDAY
PH: 617.666.4010 • FAX: 617.628.0422**



**City of Somerville
ZONING BOARD OF APPEALS**

City Hall 3rd Floor, 93 Highland Avenue, Somerville MA 02143

PUBLIC HEARING NOTICE

The Somerville Zoning Board of Appeals (ZBA) will hold a public hearing on **Wednesday, February 3, 2021 at 6:00pm**. Pursuant to Governor Baker's March 12, 2020 Order suspending certain provisions of the Open Meeting Law, M.G.L. Chapter 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, as well as Mayor Curtatone's Declaration of Emergency, dated March 15, 2020, this public hearing will be conducted via remote participation.

**The meeting will be held using GoToWebinar.
TO USE A COMPUTER**

Link: <https://attendee.gotowebinar.com/register/4298439966155025680>
Webinar ID: 422-138-899

TO CALL IN

Phone number: 1 (415) 930-5321
Access code: 763-863-522

The Zoning Board will consider the following pursuant to M.G.L. 40A and the Somerville Zoning Ordinance:

337 Somerville Ave Union Square Ventures LLC seeks modifications to the conditions of the previously issued special permits ZBA 2016-116 and ZBA 2016-116-R1-0317. Applicant will separately seek removal of the related condition imposed by the Planning Board.

Development review application submittal materials and other documentation may be viewed online at

<https://www.somervillema.gov/departments/ospcd/planning-and-zoning/reports-and-decisions>.

Interested persons may provide comments to the Zoning Board of Appeals at the hearing or by submitting written comments by mail to Planning & Zoning Division, 3rd Floor City Hall, 93 Highland Avenue, Somerville, MA 02143; or by email to planning@somervillema.gov.

1/20/21 The Somerville Times

Community Outreach Meeting

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Adult Use Marijuana Retail Establishment is scheduled for **Wednesday, January 27, 2021**. The meeting will begin at 6:00 PM and will include discussion about the proposed use in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 *et seq.*

The Virtual Community Outreach Meeting will be available at the following link and phone number:

Date: January 27, 2021

Time: 6:00 PM

Link: <https://zoom.us/j/99217714808>

iPhone one-tap: +13126266799,99217714808# or
+16465588656,99217714808# or

Telephone: +1 312 626 6799

Webinar ID: 992 1771 4808

The proposed Adult Use Marijuana Retail Establishment for Sira Naturals is anticipated to be located at **240 Elm Street, Somerville, MA 02144**. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance of the January 27 meeting to community@siranaturals.org. Responses to these questions will be provided at the meeting.

A copy of this notice has been published in the Somerville Times at least fourteen (14) calendar days prior to the meeting as well as filed with the appropriate municipal entities, including the Town Clerk. This notice was also certified mailed at least seven (7) calendar days prior to the meeting to all abutters within 300 feet of the property line of the petitioner. You can view background information from the Mayor's Marijuana Advisory Committee (MAC) by visiting <https://www.somervillema.gov/departments/programs/adult-use-marijuana-establishments>. You can view project information and meeting materials by visiting: <http://Siracommunity.com/somerville>.

1/13/21, 1/20/21 The Somerville Times

2021 JAN 19 A 10:07

The Harvest Club, LLC
153 Main St., Ste 222
North Reading, MA 01864

CITY CLERK'S OFFICE
SOMERVILLE, MA



The HARVEST Club

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 4, 2021 at 6:00pm via ZOOM Meetings. You can join the meeting by going to <https://zoom.us/j/96772126971> or dial 301.715.8592 and enter Meeting ID: 967 7212 6971. The proposed Cannabis Retail Facility is anticipated to be located at **255 Elm St. Somerville, MA 02144**. There will be an opportunity for the public to ask questions. Questions may also be sent in advance to info@theharvestclubs.com.

Applicant information can be obtained prior to the meeting by visiting:

<https://www.somervillema.gov/departments/programs/adult-use-marijuana-establishments>

We look forward to seeing you at the meeting.

Best,

Alex Coon and Chris Vining

**The Harvest Club, LLC
153 Main St., Ste 222
North Reading, MA 01864**



The HARVEST Club

**John Doe
123 Elm St.
Somerville, MA 02144**

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Best,

Alex Coon and Chris Vining

MBL	Owner 1	Owner 2	Address	Unit	Owner Address 1	Owner Address 2	Owner City	Owner State	Owner Zip Code	Owner Country
21-D-10			399 HIGHLAND AVE				ROCKLAND	MA	02370	USA
21-D-11			401 HIGHLAND AVE				NEWTON CENTER	MA	02459	USA
21-D-12			403 HIGHLAND AVE				SOMERVILLE	MA	02144	USA
21-D-14			407 HIGHLAND AVE				WEST DENNIS	MA	02670	USA
21-D-15			409 HIGHLAND AVE				SOMERVILLE	MA	02143	USA
21-D-16			413 HIGHLAND AVE				CAMBRIDGE	MA	02142	USA
21-D-17			1 COLLEGE AVE				WEST SOMERVILLE	MA	02144-0027	USA
21-E-1			418 HIGHLAND AVE				STONEHAM	MA	02180	USA
21-E-11			233 ELM ST				NEWTON	MA	02459	
21-E-12			243 ELM ST				NEWTON	MA	02459	
21-E-13			245 ELM ST				NEWTON	MA	02459	
21-E-15			255 ELM ST				NEWTON	MA	02159	USA
21-E-16			261 ELM ST				WELLESLEY	MA	02457	USA
21-E-17			5 DAVIS SQ				SOMERVILLE	MA	02144	USA
21-E-2			408 HIGHLAND AVE				CHARLOTTE	NC	28255	USA
21-E-4			402 HIGHLAND AVE				SOMERVILLE	MA	02144	
21-E-5			400 HIGHLAND AVE				MALDEN	MA	02148	USA
21-E-6			396 HIGHLAND AVE				SOMERVILLE	MA	02143	USA
21-E-7			20 GROVE ST				SOMERVILLE	MA	02144	USA
22-B-1			1 DAVIS SQ				WOBURN	MA	01801	USA
22-B-3			55 DAY ST				ANDOVER	MA	01810	
22-C-1			278 ELM ST				ANDOVER	MA	01810	USA
22-C-12			58 DAY ST				ANDOVER	MA	01810	USA
22-C-2			270 ELM ST				ANDOVER	MA	01810	USA
22-C-3			256 ELM ST				ANDOVER	MA	01810	USA
22-C-4			246 ELM ST				NEWTON	MA	02459	USA
22-C-5			55 CHESTER ST				SOMERVILLE	MA	02144	USA
22-C-6			53 CHESTER ST				WELLESLEY	MA	02481	USA
22-C-7			7 HERBERT ST				ANDOVER	MA	01810	USA
22-D-1			44 DAY ST				SOMERVILLE	MA	02144	USA
22-D-2			16 HERBERT ST				SOMERVILLE	MA	02144-2813	USA
22-D-3			14 HERBERT ST				SOMERVILLE	MA	02143	
22-D-4			12 HERBERT ST				SOMERVILLE	MA	02144-2813	USA
22-D-5			8 HERBERT ST				BRIGHTON	MA	02135	
22-D-6			6 HERBERT ST				SOMERVILLE	MA	02144	USA
22-D-7			51 CHESTER ST				SOMERVILLE	MA	02144	
24-G-1			HIGHLAND AVE				SOMERVILLE	MA	02143	USA
25-A-1			HIGHLAND AVE				SOMERVILLE	MA	02143	USA
25-A-11			14 DRESDEN CIR	1			SOMERVILLE	MA	02144	USA
25-A-11			16 DRESDEN CIR	2			SOMERVILLE	MA	02144	USA
25-A-11			14-16 DRESDEN CIR	M			SOMERVILLE	MA	02144	USA
25-A-24			391 SUMMER ST				CAMBRIDGE	MA	02142	
25-A-25			7 GROVE ST				SOMERVILLE	MA	02143	USA
25-A-26			9 GROVE ST				SOMERVILLE	MA	02143	USA
26-A-1			240 ELM ST	M						
26-A-1			240 ELM ST				CHARLOTTE	NC	28203	
26-A-10			48 CHESTER ST				SOMERVILLE	MA	02144	
26-A-2			236 ELM ST				NEWTON	MA	02459	USA
26-A-3			230 ELM ST				LYNNFIELD	MA	01940-1572	USA
26-B-1			212 ELM ST				BOSTON	MA	02116	USA



CITY OF SOMERVILLE, MASSACHUSETTS
JOSEPH A. CURTATONE
MAYOR

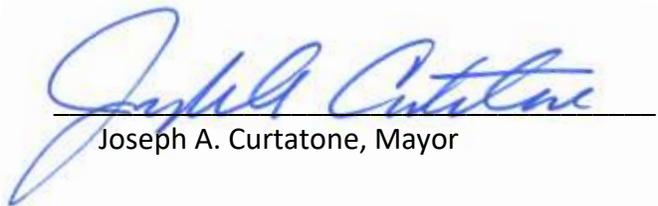
TO: The Harvest Collaborative; Sira Naturals; Liberty (Holistic Industries); Green Soul Organics; Revolutionary Clinics; Advesa

FROM: Mayor Joseph A. Curtatone

DATE: November 10, 2020

RE: CCC Virtual Community Outreach Meetings

I, Joseph A. Curtatone, certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Somerville to approve an applicant's request to hold a virtual Community Outreach Meeting in accordance with the Cannabis Control Commission's April 27, 2020 Administrative Order Allowing Virtual Web-Based Community Outreach Meetings. This approval will last until the Cannabis Control Commission rescinds or amends this order, or until the March 15, 2020 Declaration of a Local State of Emergency is revoked, whichever occurs first.



Joseph A. Curtatone, Mayor

November 10, 2020

The Harvest Club, LLC
255 Elm St. Somerville, MA 02144
February 4, 2021 - HCA Outreach Presentation
Attendees: 12

Meeting Recording:

<https://drive.google.com/file/d/1n72sTlpr6u-lrtxLoxmWEFpC8ZjvMyu4/view?usp=sharing>

The Harvest Club: Plan for Positive Impact

Overview

Cannabis prohibition has had a shamefully disproportionate impact on specific communities. As the industry evolves in Massachusetts, The Harvest Club (THC) has embraced a responsibility to make a positive contribution; not only to our host community of Somerville, but also to communities that have been disproportionately impacted by cannabis prohibition and the war on drugs.

This Plan details The Harvest Club's strategy to ensure compliance with regulations and to ensure that its business creates positive and lasting impact on the communities in which we serve. We will also look beyond Somerville, to communities that have been disproportionately and unfairly impacted by past cannabis prohibition including, but not limited to Chelsea, Revere and areas of Boston.

THC is dedicated to serving and supporting the following Commission designated groups:

1. Past or present residents of the geographic areas of disproportionate impact (ADIs), which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*;
2. Commission-designated Certified Economic Empowerment Priority recipients;
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.

Goals

1. The Harvest Club and its management team is fully committed to ensuring we maintain positive contributions to areas of disproportionate impact as defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
2. Hire a workforce made up of at least 15% individuals from one of the following Commission designated groups: Past or present residents of the geographic areas of disproportionate impact (ADIs), which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*; Commission-designated Certified Economic Empowerment Priority recipients; Commission-designated Social Equity Program participants; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions.
3. Reducing barriers to entry in the commercial adult-use cannabis industry by providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers with a goal of helping at least 25 individuals per quarter;

Programs

1. THC will engage initiatives tailored to positively impact the five Commission designated groups identified above. THC will serve these communities in many ways beyond financial donations. In our on-site training facility, THC will offer workshops to help people find and develop careers as well as offer industry-specific job training resources including: interviewing skills, resume workshops, financial literacy, criminal record (CORI) expungement clinics, application assistance, and other pertinent information deemed useful for the aforementioned populations. We will host these programs quarterly and advertise in local publications such as the Somerville Times, online through our website, and also industry specific mediums like Sensi Magazine. Our goal is to help 25 individuals per quarter through these efforts. We are passionate about the opportunity this industry is affording in job creation and career building. Our store and this industry represents the chance for many people to redefine their paths and goals and enrich our industry and community. We will use the most qualified and capable vendors to ensure we provide access to the latest skills, trends and opportunities and build our own programs that reflect our ideals and experience. Our workshops will be available to residents of Somerville as well as area ADIs including Chelsea, and Revere.
2. The Harvest Club will continue to give hiring preference to Somerville residents and THC will also give hiring preference to individuals that fall under the Commission's definition of disproportionately impacted individuals; Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions. Hiring preference will be ongoing for all positions. THC will make rigorous efforts to advertise job openings in the areas of Somerville more economically disadvantaged as well as ensure that advertisements are published in Spanish, Portuguese, and Creole. We will use various platforms to post any job openings including but not limited to: Facebook, Indeed, The Somerville Times, Sensi Magazine, and The Chelsea Record. Of the thirty expected retail employees, our goal is that fifteen identify as: Somerville resident, ADI resident, state-approved Economic Empowerment Applicant, Social Equity Candidate, and qualifying but not state approved Economic Empowerment applicant, individuals formerly incarcerated for a marijuana offense and individuals with a parent or spouse formerly incarcerated for a marijuana offense.

Measurements

1. Number of employees hired, retained, and/or promoted: from Somerville; from areas of disproportionate impact; identifying as formerly incarcerated for a marijuana offense; identifying as having a parent or spouse formerly incarcerated for a marijuana offense; state-approved Economic Empowerment Applicant; and qualifying but not state approved Economic Empowerment applicant.
2. Number and subject matter of trainings offered and performed, and to whom with a goal of hosting at least 1 training annually;
3. Participant surveys from trainings and workshops evaluating the helpfulness of the program and suggestions for future success with a goal of having at least 80% participation from our workforce in these surveys;
4. Specific financial data and/or employee hours showing donations;

5. Number of individuals participating in and benefitting from our educational initiatives, training, volunteerism, and other initiatives;
6. Number and types of employment positions created;
7. Number and types of employment positions placed in the cannabis industry.

Plan to Positively Impact Wellness

The Harvest Club feels strongly about its responsibility to educate our staff, customers, and the community about cannabis as a health issue and a holistic alternative therapy. THC will take seriously the role of educating all concerned individuals and groups on the plant's effect on the human endocannabinoid system and wellbeing of one's health. We strongly support all therapeutic alternatives including cannabis that are not abusive to one's health, family, and welfare of the community. We anticipate partnering with local Somerville groups that foster wellness, mindfulness, exercise, and other healthy activities. We will prominently display health concerns and potential issues in our waiting areas and education center and actively seek to educate and inform our customers and employees on wellness and health information.

Disclosures

THC acknowledges and will adhere to the requirements set forth in *935 CMR 500.105(4)* which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by THC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

August 3, 2020

TO WHOM IT MAY CONCERN:

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

THE HARVEST CLUB, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 5, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are:
CHRISTOPHER J. VINING

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER J. VINING**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CHRISTOPHER J. VINING**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth





**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001306257

1. The exact name of the limited liability company is: SERENDIPITY SERVICES OF AMERICA, LLC

2a. Location of its principal office:

No. and Street: 153 MAIN STREET
SUITE 222
City or Town: NORTH READING State: MA Zip: 01864-3101 Country: USA

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

No. and Street: 153 MAIN STREET
SUITE 222
City or Town: NORTH READING State: MA Zip: 01864-3101 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:

TO CONDUCT ALL LAWFUL BUSINESS IN THE WHOLESALE AND RETAIL COMSUMER GOODS SECTOR. THE ENTITY WILL OPERATE WITHIN THE COMMONWEALTH, NEW ENGLAND AND ACROSS THE UNITED STATES OF AMERICA.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHRISTOPHER J. VINING
No. and Street: 153 MAIN STREET
SUITE 222
City or Town: NORTH READING State: MA Zip: 01864-3101 Country: USA

I, CHRISTOPHER J. VINING 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	CHRISTOPHER J. VINING	153 MAIN STREET

managers.

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOPHER J. VINING	153 MAIN STREET NORTH READING, MA 01864-3101 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of January, 2018,
CHRISTOPHER J. VINING**

(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:

January 05, 2018 10:36 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001306257

The date of filing of the original certificate of organization: 1/5/2018

1.a. Exact name of the limited liability company: SERENDIPITY SERVICES OF AMERICA, LLC

1.b. The exact name of the limited liability company as amended, is: THE HARVEST CLUB, LLC

2a. Location of its principal office:

No. and Street: 153 MAIN STREET
SUITE 222
 City or Town: NORTH READING State: MA Zip: 01864-3101 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHRISTOPHER J. VINING
 No. and Street: 153 MAIN STREET
SUITE 222
 City or Town: NORTH READING State: MA Zip: 01864-3101 Country: USA

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	CHRISTOPHER J. VINING	153 MAIN STREET NORTH READING, MA 01864-3101 USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOPHER J. VINING	153 MAIN STREET NORTH READING, MA 01864-3101 USA

9. Additional matters:

10. State the amendments to the certificate:

NAME CHANGE ONLY; FROM: SERENDIPITY SERVICES OF AMERICA, LLC TO: THE HARVEST CLUB, LLC

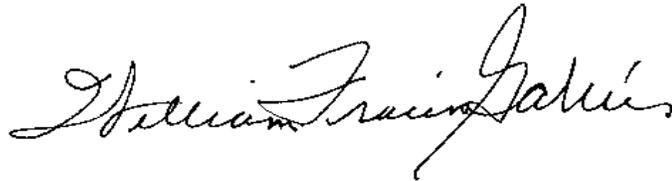
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of January, 2018,
CHRISTOPHER J. VINING , Signature of Authorized Signatory.**

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:

January 10, 2018 04:21 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE HARVEST CLUB, LLC
153 MAIN ST STE 222
NORTH READING MA 01864-3101

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE HARVEST CLUB, 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, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit 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

000020



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



377325441

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

The Harvest Club, LLC
153 MAIN ST
STE 222
NORTH READING, MA 01864

EAN: 22209128
November 09, 2021

Certificate Id:53109

The Department of Unemployment Assistance certifies that as of 11/9/2021 ,The Harvest Club, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

The Commonwealth of Massachusetts
City of Somerville
Business Certificate

This Business Certificate, filed in conformity with MGL Ch. 110 Sec. 5, as amended, is valid for 4 years from the date of issue and must be renewed every 4 years as long as the business is conducted. It does not grant any license to operate. The undersigned hereby declare(s) that a business under the title of

The Goods is conducted at

255 Elm St, Retail A, Somerville, 0214 4, by the following named person(s).
Street Address Zip Code

Corporate Owner (if applicable) The Harvest Club, LLC Title of Owner Manager

Owner 1 Name (Print) Christopher Vining Signature [Signature]

Residence (Street, City, Zip) 119 College Ave Apt 32 Somerville, MA 02144

Owner 2 Name (Print) Alexander Coon Signature [Signature]

Residence (Street, City, Zip) 24 Central St, Somerville, MA 02143

Owner 3 Name (Print) _____ Signature _____

Residence (Street, City, Zip) _____

Business Telephone 978-790-4139 Make this information public? Yes No

Business Email Chris@theharvestclubs.com Make this information public? Yes No

Business Website www.theharvestclubs.com Make this information public? Yes No

Mailing Address (if different than above)

Address 153 MAIN ST Ste 222

Address 2 _____

City, State, Zip N. Reading, MA 01864

- Purpose of filing this Business Certificate:
- New business (\$60) (all owners must sign)
 - Renewing an expiring certificate (\$60) (all owners must sign)
 - Changing the business address (N/C) (all owners must sign)
 - Changing an owner's address (N/C) (changing owner must sign)
 - Withdrawing an owner (N/C) (withdrawing owner must sign)
 - Adding an owner (\$60) (all owners must sign)
 - Terminating a business (N/C) (all owners must sign)
 - Other Change (N/C) (all owners must sign)

Middlesex S.S

The Commonwealth of Massachusetts

On this _____ day of _____, 20____, before me, the undersigned notary public or City Clerk's designee, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person/s whose name/s is/are signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

Notary Public or City Clerk's designee My Commission Expires _____
Notary Public only

This Business Certificate expires on _____ (Notarial or City Seal):

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
THE HARVEST CLUB, LLC

(A MASSACHUSETTS LIMITED LIABILITY COMPANY)

Dated as of November [], 2021

[Signature Page to Amended and Restated Operating Agreement

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
THE HARVEST CLUB, LLC

This Amended and Restated Operating Agreement (as the same may be amended from time to time, this “**Agreement**”) of The Harvest Club, LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of November [], 2021 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing the Certificate of Organization with the office of the Secretary of the Commonwealth of Massachusetts on January 5, 2018, as amended on January 10, 2018;

WHEREAS, certain of the Members are currently a party to the Operating Agreement of the Company, dated March 10, 2019 (as amended, the “**Existing Agreement**”);

WHEREAS, the former Class B Members have each agreed to Redemption Agreements pursuant to which their Units have been retired and they are now creditors of the Company;

WHEREAS, the Company desires to amend and restate the Existing Agreement in its entirety, and has obtained the necessary consent of the requisite Members currently a party to the Existing Agreement to effect such amendment and restatement; and

WHEREAS, the Company desires to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and restate the Existing Agreement in its entirety as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Defined Terms. The following capitalized terms shall have the following meanings when used in this Agreement:

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, its Capital Account; (iii) the day

immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with this Agreement.

Accredited Investor means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member's income or net worth.

Act has the meaning ascribed to it in the Recitals of this Agreement.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Authorized Capital means the Units authorized for issuance by the Board of Managers pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Background Party has the meaning ascribed to it in Section 5.10(b).

Board or **Board of Managers** means the managers responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement.

Cannabis Laws means Chapter 94G of the Massachusetts General Laws, and its implementing regulations, 935 CMR 500.000, *et. seq.*; all other laws, regulations, orders, guidelines, directives, standards, requirements, policies and the like of any Massachusetts state or, local government or political subdivision thereof, or any agency, specifically addressing the operations of a Marijuana Establishment in Somerville, and/or the Commonwealth of Massachusetts, including without limitation, the Massachusetts Cannabis Control Commission, but specifically excluding federal laws that may restrict the possession, use, cultivation, marketing and transfer of cannabis (including but not limited to the Federal Controlled Substances Act).

Capital Account means the capital account established for each Member and maintained pursuant to the terms of this Agreement in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2).

Capital Contribution(s) means, as to each Member, the amount of new capital or other valuable consideration specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any sale or exchange of all or any material portion of the assets or Units of the Company, other than in the ordinary course of business, or the liquidation of the Company.

Cause means that a Manager or officer of the Company (or any Subsidiary) has committed fraud, gross negligence or willful misconduct in connection with his, her or its duties related to the operation of the Company (or any Subsidiary).

Certificate means the certificate of organization of the Company filed with the Massachusetts Secretary of State, as it may be amended.

Class A Managers has the meaning ascribed to it in Section 4.2.

Class A Member(s) means the holder or holders of issued and outstanding Class A Units.

Class A Unit(s) means the 51,000 authorized voting Class A Units of the Company, as same may be increased pursuant to the terms as set forth within this Agreement.

Class B Member(s) means the holder or holders of issued and outstanding Class B Units.

Class B Unit(s) means the Class B Units of the Company.

Class C Managers has the meaning ascribed to it in Section 4.2.

Class C Member(s) means the holder or holders of issued and outstanding Class C Units.

Class C Unit(s) means the 49,000 authorized voting Class C Units of the Company, as the same may be increased pursuant to the terms as set forth within this Agreement.

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

Company has the meaning ascribed to it in the preamble of this Agreement.

Controlling Person shall mean a “Person or Entity Having Direct or Indirect Control” as defined in 935 CMR 500.002, as hereafter amended from time to time, or any equivalent definition of a Controlling Person in any other state in which the Company possesses or is pursuing cannabis licensure.

Directly Compete shall mean having an ownership interest greater than 9.99% in any business that sells or delivers merchandise under the Cannabis laws directly to customers in the City of Somerville, Massachusetts.

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement including, without limitation, any Tax Distributions made to, or earmarked to be made to, the Members under this Agreement.

Drag-Along Member has the meaning ascribed to it in Section 7.7(a).

Effective Date means the date of this Agreement.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Existing Agreement has the meaning ascribed to it in the Recitals of this Agreement.

Industry Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature with a cannabis related business that is operating in or providing services or products to the cannabis industry.

Insider(s) means any one or more of the Company's Members, Managers, officers and all Affiliates of each.

Manager means any member of the Board of Managers.

Members means any of the Persons admitted as members of the Company pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in the Act.

Net Profits means with respect to any particular Member for any particular period, the Profits of the Company allocated to the Member with respect to such period, less all available Losses allocated to such Member by the Company of like character (ordinary, long term capital or short term capital as the case may be) for such period and any prior period. For purpose of this determination, Losses of the Company shall be deemed to be available unless such Losses have previously been utilized in the calculation of Net Profit.

Permitted Transfer has the meaning ascribed to it in Section 7.1(a).

Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature.

Pro Rata Portion has the meaning ascribed to it in Sections 7.2(b).

Profits or Losses means for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with applicable provisions of the Code and Treasury Regulations.

Redemption Agreements means the Agreements executed with the holders of the Class B Units pursuant to which all Class B Units will be fully redeemed and retired.

Regulatory Allocations has the meaning ascribed to it in Section 10.4(e).

Relative means any parent, spouse, brother, sister, child, or grandchild of any Member, or a member thereof, who is a natural person, as the case may be.

Securities Act means the Securities Act of 1933, as amended.

State means the Commonwealth of Massachusetts.

Subsidiaries means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership or other similar ownership interest thereof is at the time owned or controlled by any Person or one or more Subsidiaries of that Person or a combination thereof.

Super Majority Vote of the Board of Managers means the vote of at least 75% of the members of the Board members, including at least one Class A Manager and one Class C Managers.

Super Majority Vote of the Members means the vote of the holders of a majority of both the Class A Units and the Class C Units, respectively, each voting as a separate class.

Tax Advance has the meaning ascribed to it in Section 10.2(f).

Tax Distributions means those distributions, if any, made to, or earmarked to be made to, the Members under this Agreement for the payment of any and all taxes due by such Members in connection with the Company, such Tax Distributions which shall be declared and paid at the maximum marginal tax rates for both federal, state, and/or local taxes, for each respective tax year. Additionally, in the event the Company is required to file a composite tax return on behalf of nonresident Members, and State estimated payments are paid by the Company for any non-resident Members, such estimated payments, and any remaining balances paid by the Company for such tax year, shall be considered Tax Distributions for the purpose of this Agreement. The maximum marginal tax rates shall be adjusted up or down from time to time by the Board of Managers, with written notice to the Members, in the event the highest federal, state or local tax rate applicable to any Member changes from time to time. Notwithstanding the foregoing or anything herein to the contrary, a Tax Distribution shall only be made to any such Member upon such time that taxable income has been allocated to such Member in excess of cumulative taxable losses which have been allocated in the past to such Member.

Tax Representative means the Person designated in this Agreement as the Tax Representative hereunder, consistent with Code Section 6223.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means limited liability company interests that are denominated as units of authorized capital of the Company from time to time outstanding, which as of the Effective Date consist of Class A Units, Class B Units and Class C Units.

ARTICLE 2 GENERAL

Section 2.1 Preliminary Statement. The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent that the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Section 2.2 Name. The name of the Company shall be The Harvest Club, LLC.

Section 2.3 Office. As of the date hereof, the principal office and registered office of the Company is located at 153 Main Street Suite 222, North Reading, MA 01864-3101. The Company's agent for service of process in Massachusetts at that address is Christopher J. Vining. The Board of Managers may, in its discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year. The fiscal year of the Company shall end on December 31, or such other day as the Board of Managers from time to time shall determine.

Section 2.5 Duration. The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company. The Company's business purpose is to seek and thereafter hold the licenses and permits required under Cannabis Laws to operate own and operate not less than one (1) State registered and licensed adult use retail Marijuana Establishment (as such term is defined in the Cannabis Laws). The Company may also engage in all ancillary activities directly or indirectly related to such purpose and engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority.

(a) Subject to the provisions of this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.14;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(b) Subject to the provisions of this Agreement, (i) the Company may, with the approval of the Board of Managers, enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Board of Managers may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company.

Section 2.8 No State Law Partnership. The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose other than federal and, if

applicable, state tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE 3 MEMBERS

Section 3.1 List of Members; Admission. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, number and type of Units and percentage ownership of the Members are set forth on Exhibit A attached hereto, as such exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time.

Section 3.2 Notices of Member Meetings.

(a) Notice. Meetings of the Members may be held at such places and at such times as the Board of Managers may from time to time determine, provided, however, that written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least seven (7) days prior to the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

(b) Waiver of Notice. A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.3 Place of Meetings. Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Massachusetts, as shall be designated by the Board of Managers, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.4 Quorum. With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the Class A Units and a majority of the Class C Units issued and outstanding Units of the Company shall constitute a quorum with respect to matters that

require that vote of the voting Members, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum.

Section 3.5 Telephonic Meetings. One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights. The holders of Class A Units and Class C Units shall be entitled to vote on all matters required by law, by the Certificate or this Agreement to be voted upon or approved by the Members at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or votes with respect to such matter shall be a valid and effective act of the Company upon the consent of a majority of the Members holding a majority of all the issued and outstanding Units of each Class of Units. The holders of Class B Units, being subject to Redemption Agreements, shall have no votes nor shall they be entitled to distributions except as such are required under the terms of the Redemption Agreements.

Section 3.7 Loans by Members. No Member shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders

Section 3.8 No Liability of Members. Except for conduct that a court of competent jurisdiction deems to constitute fraud, willful misconduct or gross negligence, as otherwise required by applicable law, and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments or other obligations of the Company for any losses of the Company or to restore any deficit balance in such Member's Capital Account, or otherwise. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities. The Members and their Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others, provided that such business or investment does not Directly Compete with the business of the Company (or any Subsidiaries of the Company) and is not otherwise expressly prohibited by this Agreement. Except as otherwise provided herein, neither the Company nor any Member, Insider nor any other Person shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 3.10 Qualifications of Members.

(a) Each Member, to the extent required by applicable law, shall be an officer or Manager of the Company, or an Accredited Investor.

(b) All Members must be, and no Person may become or remain a Member unless he, she, or it qualifies as, a Person allowed to hold his, her or its projected interest in all licenses and registrations held and anticipated to be held by the Company, including to the extent applicable: those issued or issuable by the City of Somerville, Massachusetts and the Massachusetts Cannabis Control Commission pursuant to the Cannabis Laws.

(c) Each holder of a Class A Units must be a “Group A Priority Applicant” as that term is defined in City of Somerville Ordinance No. 2020-15, as amended through June 11, 2020.

(d) Each Member acknowledges that it, or if such Member is a business entity, its equity holders that have a beneficial ownership of more than 9.99% of the Company’s equity (or such lesser amount as required by applicable regulatory requirements), and the Member’s directors, officers, partners or managers (each a “**Background Party**”), may be required to submit to a background check in conjunction with the Company’s efforts to obtain licensure or for any other business purpose of the Company. The Member agrees that it and any and all Background Parties will cooperate with all reasonable requests from the Company in this regard including, but not limited to, executing authorizations to conduct any required background check. To the extent that (i) any Member or any Background Party becomes a Controlling Person in another Person in Massachusetts and (ii) such Controlling Person position could reasonably be expected to jeopardize the Company’s licensure (or pending license application), the Member agrees that it shall or shall cause such Background Party to resign from such Controlling Person position.

Section 3.11 Special Voting Rights. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Company shall not, nor permit any of its Subsidiaries to, authorize amend, alter or repeal any provision of this Agreement, unless it has been approved by a vote of a Super Majority of the Members as provided in Article 14.

ARTICLE 4 MANAGEMENT OF THE COMPANY

Section 4.1 Board of Managers

(a) The Board of Managers shall consist of 4 members, as increased or decreased from time to time with the unanimous approval of the Board of Managers. Initially the Board shall be comprised of Chris Vining and Alex Coon, as the appointees of the holders of the Class A Units, and Frank Schillace and Marc Fireman as the appointees of the holders of the Class C Units.

(b) Unless otherwise required by the Act or the express provisions of this Agreement, the full and entire management of the business and affairs of the Company shall be vested in the Board of Managers and it shall carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, in accordance with the terms of this Agreement. Unless the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, the Board of Managers shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company’s business, in accordance with the terms hereof, without the necessity of a meeting of the Members including, without limitation, the power to:

- (i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;
- (ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;
- (iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;
- (iv) obtain any and all types of insurance; negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;
- (v) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;
- (vi) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;
- (vii) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (viii) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites; and
- (ix) Make distributions or dividends (other than for the payment of taxes by the Members).

Further, each year the Board of Managers shall adopt an annual operating budget no later than November 1 of the preceding year. In the event the Board of Managers cannot agree on a new annual budget, the Company (and its Subsidiaries) shall operate under the prior year's budget increased by 15% until approved.

(c) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.6.

(d) The Board of Managers may, from time to time, delegate to one or more persons (including any Member or any officer or employee of the Company) such authority and responsibility as the Board of Managers may deem advisable including, but not limited to, the creation of an advisory board to assist and counsel the Board of Managers on decisions impacting the Company. Any delegation pursuant to this subsection (d) may be revoked at any time by the Board of Managers.

Section 4.2 Election of Board; Terms; Voting. The Class A Members shall have the right to appoint up to two (2) voting Managers (the “**Class A Managers**”); and the Class C Members shall have the right to appoint up to two (2) voting Managers (the “**Class C Managers**”), provided that in each case a Manager appointed hereunder shall be subject to requisite approval of Massachusetts Cannabis Control Commission, Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company.

Section 4.3 Resignation and Removal of a Manager. A Manager may resign at any time by giving written notice to the Company. The resignation of a Manager who is also a Member shall not affect his or her rights as a Member. A Manager's resignation permitted hereunder shall be effective upon receipt unless such notice specifies a different date not later than seven (7) days thereafter, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. A Manager shall be disqualified from further service as a Manager upon a finding by the remainder of the Board that Cause exists, upon which event such Manager shall be replaced by a majority vote of the Units of the Class which such Manager represents. In all other cases, a Manager may be removed with or without cause only by the affirmative vote or written consent of a majority vote of the Units of the Class of Members which such Manager represents, which Class may then vote on and elect a replacement Manager.

Section 4.4 Compensation of the Board of Managers. No Board member shall receive compensation for his or her services on the Board of Managers, except as otherwise approved by the Board of Managers.

Section 4.5 Regular Meetings. The Board of Managers shall hold such regular meetings at such times and places as it may determine.

Section 4.6 Special Meetings. Any Manager shall have the right to call special meetings at such times and places as he/she/it may determine, to be designated in a written notice of such meeting.

Section 4.7 Notice of Meetings. Meetings of the Board of Managers may be held at such places and at such times as the Board of Managers may from time to time determine, but no less frequently than once each fiscal quarter (one such meeting each fiscal year to be held in person); provided, however, that written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least seven (7) days prior to the date of such meeting. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to the last known business or home address of each Manager. Such notice shall specify the business to be transacted, the purpose, place, day and hour of the meeting. Matters not specified in the business to be transacted or in the purpose of the meeting may not be raised at the meeting without the unanimous consent of all Managers.

Section 4.8 Waiver of Notice. A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice; provided, however, that a waiver of notice given prior to a meeting shall specify the business to be transacted, and the purpose, place, day and hour of the meeting. Matters not specified in the waiver of notice concerning the business to be transacted or the purpose

of the meeting may not be raised at the meeting without the unanimous consent of all Managers. Notice of a meeting need not be given to a Manager who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Manager. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting that is given after the meeting.

Section 4.9 Action by Consent. Any action which may be taken at a meeting of the Managers may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed unanimously by all of the Managers who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Managers of the Company. Notice of such actions taken by the Company shall be distributed to all Managers as soon as practicable.

Section 4.10 Telephonic Meetings. The Managers may participate in any regular or special meetings of the Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.11 Quorum; Requisite Vote. The unanimous presence of the Board of Managers then in office shall be necessary to constitute a quorum for the transaction of business, provided however that such quorum requirement shall require only the presence of a Super Majority of the Managers, if the same Manager has failed to appear (in personally or electronically) at a second consecutive properly noticed meeting with one or more identical agenda items. Except as otherwise set forth herein, the Super-Majority Vote of the Board of Managers then in office shall be necessary for all votes and other actions of the Managers.

Section 4.12 Expenses. The Company shall reimburse all members of the Board for all reasonable and documented out-of-pocket expenses incurred in connection with their service on behalf of the Company, including in respect of their attendance and participation at Board meetings (and any committee meetings thereof).

Section 4.13 Interested Member, Manager or Officer Contracts.

(a) No contract or other transaction between the Company and (a) any Insider or (b) any other entity in which one or more Insiders is an equity holder, director, manager or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members or Board of Managers, as applicable, at which such contract is authorized or (iii) because the vote of such officer, Manager or Member is counted at the meeting of the Members or Board of Managers, as applicable, at which such contract is authorized, if the Board of Managers approves such transaction **and** each of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider's interest therein (if any), have been disclosed to all of the Managers and such contract or amendment thereto has been specifically approved in good faith by the unanimous vote of the Managers, without counting the vote of any interested Person; and

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Board of Managers.

Persons so interested may be counted when present at meetings of the Members or the Board of Managers, as applicable, for the purpose of determining the existence of a quorum.

(b) To the extent the Board of Managers appoints any of its members to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company.

Section 4.14. Actions Requiring Unanimous Vote of the Board of Managers. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Board of Managers shall not take, approve or permit the Company (or any of its Subsidiaries) to authorize or engage in any of the following actions unless approved by Unanimous Vote of the Board of Managers:

(a) Change or reorganize the Company into any other legal form or change any tax election of the Company or any of its Subsidiaries;

(b) Redeem, purchase or otherwise acquire any securities other than (i) the repurchase of Class B Units pursuant to a Redemption Agreement or (ii) the repurchase of any securities in connection with the Company's right of first refusal with respect to those securities contained in a written agreement with the Company;

(c) Enter into any other lines of business other than the cannabis and related industries (such as hemp and CBD), or acquire any business that operates in any lines of business other than the cannabis and related industries (such as hemp and CBD);

(d) Approve or effect a liquidation or dissolution of the Company (or any of its Subsidiaries), other than with respect to each Dissolution Event set forth in Section 12.1; or

(e) Amend any portion of this Section 4.14.

Section 4.15 Other Documents. Unless otherwise authorized in writing by the Board of Managers, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Board of Managers of the Company shall be executed for and on behalf of the Company by the Board of Managers, the Person(s) designated in the Certificate, or by one (1) or more other Persons designated in writing by the Board of Managers.

Section 4.16 Other Activities. The members of the Board of Managers and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment does not Directly Compete with the business of the Company (or any Subsidiaries of the Company) and is not otherwise expressly prohibited by this Agreement. Except as otherwise provided herein, neither of the Company, nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

ARTICLE 5 OFFICERS

Section 5.1 Number and Election. The Board of Managers, may appoint such officers and agents as the Board of Managers may deem appropriate. Any such officers shall have the authority of the Board of Managers to act on behalf of and to bind the Company to the full extent of the Board of Managers' delegation of authority to such officers, provided however that in no event may the Board of Managers authorize any officer to on act on behalf the Company or exercise any authority with respect to for any matter not in the ordinary course of business unless the Board shall have specifically reviewed and approved such action or exercise prior to the officer so acting. The Board of Managers, or with its approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds. Only officers or agents duly appointed by the Board of Managers shall have any power or authority to manage the business or affairs of the Company, or to be in contact with Commonwealth of Massachusetts cannabis authorities.

Section 5.2 Qualifications. A Person may hold more than one office. An officer may, but need not, be a Member of the Company.

Section 5.3 Term of Office. Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation or removal.

Section 5.4 Initial Officers. The Board of Managers shall be deemed to have appointed as initial officers of the Company Christopher Vining to the position of Chief Executive Officer, Alexander Coon to the position of Chief Operating Officer and Marc Fireman to the position of Chief Financial Officer. Notwithstanding anything to the contrary contained in this Agreement, none of the Initial Officers shall be disqualified or removed from their respective positions except as provided in such officers' employment agreement (if any), or (ii) upon a finding by a majority of the Board that Cause exists, or (iii) by unanimous vote of the Board of Managers.

Section 5.5 Other Activities.

(a) The officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture (or planned business or investment venture) does not compete and will not with any existing or planned business of the Company (or any Subsidiaries of the Company). Except as otherwise provided herein, neither the Company nor any Insider nor any other Person shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

ARTICLE 6 CERTIFICATES

Section 6.1 Unit Certificates. Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be, but shall not be required to be, evidenced by a certificate in such form as the Board of Managers may from time to time determine. Every certificate issued by the Company shall be signed by such persons as may be designated by the Board of Managers. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Board of Managers may deem to be appropriate.

Section 6.2 Loss or Destruction of Unit Certificates. In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Managers or its designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Board of Managers. Any such new certificate shall be plainly marked duplicate upon its face.

ARTICLE 7 TRANSFERS

Section 7.1 Transfers of Units.

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior consent of the Board of Managers, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.2 and 7.4, any Member may Transfer all or a portion of its Units (the following, each, a “**Permitted Transfer**”): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Board of Managers; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Board of Managers, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made
(a) such documents, instruments and certificates as may be requested by the Board of

Managers, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Board of Managers) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Board of Managers shall request; and

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Board of Managers and shall be substantially to the effect (unless specified otherwise by the Board of Managers) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; and (c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers.

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Board of Managers may, in its sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported Transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Board of Managers and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. No Person shall be admitted as a Member if such admission will (i) cause the Company to be classified as other than a partnership for federal income tax purposes; or (ii) constitute a violation of any applicable registration provisions of the Securities Act or any other applicable state or federal securities laws.

Section 7.2 Right of First Offer.

(a) In the event that at any time any Class A or Class C Member (a "**ROFO Selling Member**") desires to Transfer its Units (other than a Permitted Transfer), the ROFO Selling Member shall provide written notice (the "**ROFO Sale Notice**") of such desire to Transfer its Units to all other Members of the same Class. The ROFO Sale Notice shall include the terms under which the ROFO Selling Member would be willing to sell such Units, including, without limitation, the purchase price for such Units (the "**ROFO Sale Terms**"). Each Member of such

Class shall have the exclusive right, not more than thirty days after receipt of the ROFO Sale Notice (during which time the ROFO Selling Member may not sell or otherwise Transfer such Units), to either: (i) decline to purchase such Units from the ROFO Selling Member, or (ii) provide to the ROFO Selling Member a written notice (the “**ROFO Acceptance**”) stating that the applicable Class Member (a “**ROFO Purchasing Member**”), has agreed to acquire the Units of the ROFO Selling Member in accordance with the ROFO Sale Terms.

(b) If a ROFO Acceptance is given by a ROFO Purchasing Member to the ROFO Selling Member as provided in Section 7.2(a) above, the ROFO Selling Member shall sell the subject Units to the ROFO Purchasing Member pursuant to the ROFO Sale Terms. If more than one ROFO Purchasing Member delivers a ROFO Acceptance, each such ROFO Purchasing Member shall be allocated its Pro Rata Portion of the offered Units, unless otherwise agreed by such ROFO Purchasing Members. For the purposes of this Section 7.2, “**Pro Rata Portion**” means, with respect to any eligible ROFO Purchasing Member, on the date of the ROFO Sale Notice, the number of Class Units equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFO Purchasing Member by (z) the total number of Units owned by all of the ROFO Purchasing Members.

(c) Failure of all other Class Members to deliver the ROFO Acceptance within thirty (30) days of their receipt of the ROFO Sale Notice shall be deemed to be an election by those Members not to purchase the Units of the ROFO Selling Member as provided pursuant to Section 7.2(a).

(d) In the event the other Class Members elect not to purchase such Units of the ROFO Selling Member, the ROFO Selling Member may then sell such Units to any third-party purchaser (a “**ROFO Third-Party Purchaser**”), provided that such sale to the ROFO Third-Party Purchaser is pursuant to terms not less favorable than the ROFO Sale Terms, as certified in writing to the other Class A and Class C Members by the ROFO Selling Member. If the ROFO Selling Member desires to sell the applicable Units to a ROFO Third-Party Purchaser on terms less favorable than the ROFO Sale Terms provided to the other Class A and Class C Members, the ROFO Selling Member may not sell such Units without first providing the other Class A and Class C Members with a revised ROFO Sale Notice and complying with the terms and provisions of this Section 7.2. The time period for the other Class A and Class C Members to review and accept or deny such revised ROFO Sale Terms shall be thirty (30) days after receipt of the revised ROFO Sale Notice. Any permitted Transfer of Units to a ROFO Third-Party Purchaser under this Section 7.2(c) shall be subject to such ROFO Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.2 shall not apply in connection with a Permitted Transfer.

Section 7.3 Tag-Along Rights. If at any time one or more Class A Members or Class C Members (the “**Offering Members**”) shall propose a Transfer of securities of the Company in one or more related transactions of Units constituting at least a majority of the outstanding Class A Units or Class C Units to a third party, the Offering Members shall give written notice to the Class A Members, the Class C Members and the Company of their intention to make such proposed

Transfer describing in reasonable detail the proposed Transfer including, without limitation, the number and class of Units to be transferred, the nature of such Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee. In such event, the Class A Members and the Class C Members (the “**Tag Along Members**”) shall have the option, exercisable upon written consent of the Board of Managers, to sell all, and not less than all of his, her or its interests in the Company to the proposed transferee at the price and upon the terms offered by the proposed transferee, and the proposed transferee shall be required to purchase the interest of each Tag Along Member at such price and upon the terms offered by the proposed transferee (it being understood and agreed that if the proposed transferee does not so abide by these terms, the Offering Members shall not be permitted to Transfer any Units to such proposed transferee). The aggregate consideration payable to the Tag Along Members and the Offering Members shall be allocated based on the number of Units sold to the proposed transferee. By way of clarification, any Transfer by the Offering Member holding a majority interest pursuant to this Section 7.3 shall not be subject to the right of first offer set forth in Section 7.2 hereof and the rights of the other Members to participate in such Transfer as described in this Section 7.3 shall be in lieu of such Member’s rights under such Section 7.2. Notwithstanding the provisions of Section 7.3, this Section 7.3 shall not apply and a Member shall not have the so-called “tag-along rights” in connection with a Permitted Transfer.

Section 7.4 Drag-Along Rights

(a) If at any time the Board or any Member receives a bona fide offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the issued and outstanding Units of the Company, the Board shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in such sale in the manner set forth in this Section 7.4 and Section 10(2)(a)(ii), as applicable, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Board or such Member; *provided, however*, that no Drag-Along Member shall be required to transfer or sell any of its Units if the consideration for the drag-along sale is other than cash or registered securities listed on an established U.S. or foreign securities exchange or traded on the NASDAQ National Market or a U.S. or foreign established over-the-counter trading system. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member is required to and shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

(b) Notwithstanding the foregoing, a Member will not be required to participate in a drag-along sale in accordance with Section 7.4(a), unless: (i) any representations and warranties to be made by such Member in connection with the drag-along sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units; (ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the drag-along sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members); (iii) the liability for indemnification, if any, of such Member in the drag-along sale and for the inaccuracy of any representations and warranties made by the Company or its Members in connection with such drag-along sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an

escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Member in connection with such drag-along sale; (iv) upon the consummation of the drag-along sale each holder of each class or series of the Company's Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units; (v) subject to clause (iv) above, requiring the same form of consideration to be available to the holders of any single class or series of Units, if any holders of any Units are given an option as to the form and amount of consideration to be received as a result of the drag-along sale, all holders of such Units will be given the same option; provided that the holders of Class A and Class C Units shall, other than in respect of the priority return of its Capital Contribution, if any, be treated equally in any such drag-along sale, including but not limited to in the form of consideration.

(c) Notwithstanding the foregoing, this Section 7.4 shall not apply in connection with a Permitted Transfer.

ARTICLE 8 INDEMNIFICATION OF MANAGERS, OFFICERS AND OTHERS

Section 8.1 Indemnification. The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Manager, or officer or counsel of the Company, or is or was serving at the request of the Company or the Board of Managers as a partner, director, manager, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of gross negligence or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that such Person's actions or omissions were in the best interests of the Company. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Board of Managers deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws. The Company hereby acknowledges and agrees that (a) it is the indemnitor of first resort (*i.e.*, its obligations to any such Person are primary and any obligation of any secondary indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any such Person are secondary) and (b) it irrevocably waives, relinquishes and releases any secondary indemnitor from any and all claims against such secondary indemnitor for contribution, subrogation or any other recovery of any kind in respect thereof, in each case unless the Person seeking indemnification is determined to have been guilty of gross negligence or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his actions or omissions were in the best interests of the Company.

Section 8.2 Advance Payment. The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a

Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Board of Managers by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity. The indemnification provided by this Article and/or the Certificate of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under applicable law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to a Person who has ceased to be a Board of Managers, officer, employee, counsel or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 8.4 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, against any liability that may be asserted against or expenses that may be incurred by any such Persons in connection with the activities of the Company or such Persons, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation. Notwithstanding any other provision of this Agreement, no officer, attorney or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause. If this Article 8 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 such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the fullest extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. The Company has authorized 100,000 Units consisting of two (2) classes of Units, known as “Class A Units”, and “Class C Units” in accordance with this Agreement. As of the date hereof, the number of issued and outstanding Units of Authorized

Capital are as set forth on Exhibit A to this Agreement. Upon the issuance of additional Class A, or C Units or additional classes of Units or securities as provided herein, Exhibit A shall be revised to properly reflect the issuance of such additional Units or classes of Units and each Member's revised ownership interest in the Company. Exhibit A shall be revised from time to time to properly reflect the admission of new Members and the Transfer of Units, as the case may be.

(b) Class A Units. The Class A Members shall have the right to vote, on the basis of one vote per Class A Unit, on all matters of the Company. Each holder of Class A Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

(c) Class B Units. The Class B Members shall not have the right to participate in any Profits, Losses and distributions of the Company in the manner set forth in this Agreement, shall not be entitled to vote, shall not be entitled to undertake any activities on behalf of the Company, and shall not have any power to sign for or to bind the Company.

(d) Class C Units. The Class C Members shall have the right to vote, on the basis of one vote per Class C Unit, on all matters of the Company. The Class C Members shall have the right to participate in Profits, Losses and distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Class A Members. The Class A Members have previously contributed their capital contribution as set forth on Exhibit A to the Company in connection with the issuance of its Units.

(b) Class C Members. The Class C Members shall fund their capital contribution as set forth on Exhibit A to the Company in connection with the issuance of their Units.

(c) Capital Contributions. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Board of Managers, or in such other lawful form as the Board of Managers may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof, with the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

Section 9.4 Withdrawals from Capital Accounts. No Member shall be entitled to receive interest on or to withdraw any amount from such Member Capital Account, other than as expressly provided herein.

Section 9.5 Issuance of Units and Other Securities. The Board of Managers is authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, if the Board of Managers determines that additional capital is required by the Company, it may (but is not required to) from time to time, and subject to Section 9.6(b), raise additional capital through capital calls or capital raises, and issue additional Class A, or C Units or additional classes of Units, and/or issue other equity and/or debt securities, options or warrants to acquire Units, securities convertible into such Units, or other securities or instruments, all on such terms and conditions as the Board of Managers determines in its business judgment. In the absence of actual fraud, the judgment of the Board of Managers shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Board of Managers under this Section 9.5 shall be made in such manner and on such terms and conditions as the Board of Managers determines to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members.

(a) Capital Calls; Pre-emptive Right. If and when the Board of Managers determines to raise capital as provided in Section 9.5, it may determine to raise such capital through a capital call, in which case the Board of Managers shall so notify the Members in writing, together with a statement of the amount of capital required, the reasons therefor and the terms upon which the Board desires to raise such capital. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the requested additional capital is contributed by the Members, then the Board, in addition to or in lieu of such capital call, raise may raise the additional needed capital through an issuance of Units or other securities pursuant to Section 9.5. Capital contributions shall be due and payable within the period specified in the Board of Managers' written notice to the Members, or on such other terms as the Board of Managers may reasonably determine to be necessary and appropriate.

(b) Pre-emptive Right for Unit Issuances. With respect to any capital raising transaction pursuant to Section 9.5) each Member shall have a right of first refusal to purchase its pro rata share of any such Units or other securities. For purposes hereof, "pro rata" means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. If the Company proposes to issue any such additional Units or other securities, it shall give each Member written notice of such intention, describing such Units or other securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its pro rata share of such Units or other securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units or other securities to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered Units or other securities to the extent they are not purchased by other prospective purchasers.

(c) Notwithstanding the foregoing, in no event shall this Section 9.6 apply to (i) any issuances by the Company pursuant to Section 7.1(b) herein, (ii) any issuance by the Company of

indebtedness to institutional or commercial lenders, (iii) any grant by the Company of Units or options to purchase Units to employees, consultants, Managers or directors of the Company or its Subsidiaries for compensatory purposes, and (iv) any issuance of Units or other securities of the Company issued pursuant to acquisitions or strategic transactions approved by the requisite number of Managers pursuant to this Agreement, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

ARTICLE 10 PROFITS, LOSSES AND DISTRIBUTIONS

Section 10.1 Available Cash Flow. For any particular period, the term “**Available Cash Flow**” as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any casualty, life, or other insurance, unless otherwise determined by the Board of Managers) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Board of Managers’ determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

Section 10.2 Distribution of Available Cash Flow.

(a) Subject to the admission of additional Unit Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section 10.2(a)(i)), as determined in good faith by the Board of Managers and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, shall declare and pay quarterly Tax Distributions to each Member in accordance with the number of Units held by each Member and in accordance with the requirements of subsections (ii) below, in an amount that the Board of Managers determines in good faith is sufficient to fund the Members’ estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Board of Managers determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section

10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member's tax liability; and (B) in making any determination of a Member's taxes, the Board of Managers shall base its determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member's Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made. Tax Distributions shall be treated as an advance of, and shall reduce, subsequent distributions that would otherwise be made under Section 10.2(a)(ii) and Section 10.2(a)(iii).

(ii) Operations. Available Cash Flow, if any, shall be distributed as determined by the Super-Majority Vote of the Board of Managers, as follows: (A) *first*, 100% to the Class C Members pro rata in accordance with the number of Units held by each Class C Member until each Class C Member has received Distributions under this Section 10.2(a)(ii) equal to 100% of its total Capital Contributions; and (B) *thereafter* 49% of the total amount to be distributed shall be distributed to the Class C Members pro rata in accordance with the number of Units held by each Class C Member and 51% of the total amount to be distributed shall be distributed to the Class A Members pro rata in accordance with the number of Units held by each Class A Member, in each case as set forth on Exhibit A.

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed in the same manner set forth in subsection (ii) above. The Board of Managers shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a pro rata manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Board of Managers, provided that Tax Distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated taxable income with respect to which the Tax Distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the Tax Distribution.

(d) Any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 10.2(a)(ii) above.

(e) The Company shall not make any Distributions in kind.

(f) To the extent the Company is required by applicable law to withhold or to make a tax payment (but not including interest and penalties with respect to payments determined to have been due but not paid in prior fiscal years) on behalf of or with respect to any Member (including, without limitation, backup withholding or withholding with respect to Members that are neither citizens nor residents of the United States or under Section 1446(f) of the Code) (a “**Tax Advance**”), the Company may withhold such amounts (if applicable) and make such tax payments as so required. For all Tax Advances made on behalf of a Member other than with respect to amounts withheld from payments made to such Member, the Company shall reduce future distributions otherwise payable to such Member (including the proceeds of any liquidation otherwise payable to such Member) by an aggregate amount equal to the Tax Advances, plus interest thereon at the rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the “prime rate” at large U.S. money center banks plus three percent.

Section 10.3 Allocation of Profits and Losses.

(a) For purposes of this Section 10.3, after giving effect to the mandatory allocations set forth in Section 10.4, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Members as follows:

(i) Losses shall be allocated to Members *first* to offset Profits previously allocated to Members in accordance with Section 10.3(a)(ii) and *next* in proportion to each Member’s aggregate Capital Contributions that have not been previously distributed pursuant to Sections 10.2 or 13.4, and

(ii) Profits shall be allocated with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences in the amounts of the respective Members’ investments in the Company, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company and the principles of Code Section 704(c) allocations as set forth in Treasury Regulation Section 1.704-3(a)(6)(i).

(b) Each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among the Members.

(c) Allocations pursuant to this Section 10.3 determined or approved in good faith by the Board of Managers or its delegate shall be binding upon the Members.

(d) The manner in which Capital Accounts are to be maintained and allocations are to be made pursuant to this Agreement is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder, and this Agreement shall be interpreted and administered in a manner consistent therewith.

Section 10.4 Allocations to Comply With Regulations. In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 10.3 hereof.

(a) Deficit Capital Account Allocations Subject to the remaining provisions of this Section 10.4, in accordance with Treasury Regulation Section 1.704-1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 10.3 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this paragraph (a), the following rules shall apply:

(i) each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(b) Qualified Income Offset Provision. If a Member unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in subparagraph (a)(i) and (a)(ii) of this Section 10.4 shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(c) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Member shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(d) Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 10.4 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 10.3 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 10.3 hereof and this Section 10.4 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 10.4 had not been made.

(e) Interpretation of these Provisions. The provisions of subsections (a) through (d) (collectively, the "Regulatory Allocations") of this Section 10.4 are intended to comply with the

provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, Profits, Loss, or deduction pursuant to this Section 10.4(e). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Board of Managers shall make offsetting special allocations of Company income, Profits, Losses or deductions in whatever manner it deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 10.3.

ARTICLE 11 BOOKS OF ACCOUNT AND RECORDS

Section 11.1 Books and Records. The Company, acting through the officers and Board of Managers, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Board of Managers may determine, and otherwise in accordance with Generally Accepted Accounting Principles, consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to reasonable inspection during business hours upon reasonable advance written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), and copying thereof by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company's current accounting firm, Alexander Aronson Finning CPAs (a/k/a "AAFPCPs") is deemed acceptable to the Members for the purpose of providing reviewed annual consolidated statements.

Section 11.2 Periodic Financials. The Company will provide to all Members its reviewed (or audited) annual financial statements prepared by its independent CPA firm and shall use its best efforts to require its Subsidiaries to provide to all Members on an annual basis such Subsidiary's reviewed (or audited) financial statements prepared by such CPA firm. Further the Company shall deliver to each Member monthly and quarterly consolidated financial statements within 45 days after each period.

Section 11.3 Other Information. The Company shall also deliver to each Member, (a) not later than 30 days prior to the beginning of each year, a copy of the annual consolidated budget prepared by the Board of Managers for such year, (b) any other information that a Member may reasonably request, and (c) notice to Members of the commencement of any legal action against the Company or any of its Subsidiaries.

Section 11.4 Tax Information. The Company shall timely file (including extensions) 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, as applicable, owns property or does business.

The Company shall provide each Member with copies of such tax returns for each such Member's reasonable review and comment, at least fifteen (15) days prior to the due date thereof (giving effect to any extensions thereto) and Company shall consider any reasonable comments made by a Member. All Members shall cooperate with the Company in the preparation of such tax returns. The Company shall deliver or cause to be delivered to each Member a copy of the Company tax returns and Schedule K-1 for the Company with respect to a fiscal year, together with such information with respect to the Company as shall be necessary for the preparation by such Member of its U.S. federal and state income or other tax and information returns, as soon as reasonably practicable after the end of such fiscal year, but in no event later than one hundred twenty (120) days after the end of each calendar year.

Section 11.5 Inspection of Property. The Company shall permit any Member, upon written demand under oath stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Board of Managers and officers of the Company, provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

LIQUIDATION, DISSOLUTION OR WINDING UP; CERTAIN MERGERS, CONSOLIDATIONS AND ASSET SALES

Section 12.1 Events of Dissolution. The happening of any of the following events (each, a "**Dissolution Event**") shall result in the immediate dissolution of the Company:

- (a) the written agreement of Members holding at least seventy-five (75%) percent of the issued and outstanding Units of the Company; or
- (b) the sale or exchange of all or substantially all of the assets of the Company or the Units.

Section 12.2. Reserved.

Section 12.3. Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or a Deemed Liquidation Event,, the remaining assets of the Company available for distribution to its Members shall be distributed among the remaining Members in accordance with Section 10.2(a)(ii).

Section 12.4 Deemed Liquidation Events.

(a) Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**":

(i) Any merger or consolidation in which the Company is a constituent party or a subsidiary of the Company is a constituent party; or

(ii) (A) the sale, transfer, or other final disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole (specifically including all or substantially all of the Company's and its Subsidiaries transferable governmental permits, licenses and authorizations to engage in the cultivations, transportation and sale of cannabis), or (B) the sale, transfer or other final disposition, whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, transfer, or other disposition is to a wholly owned subsidiary of the Company.

(b) Effecting a Deemed Liquidation Event. The Company shall not have the power to effect a Deemed Liquidation Event referred to in Subsection (a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the Members of the Company in such Deemed Liquidation Event shall be paid to the Members in accordance with Sections 12.2 and 12.3.

Section 12.5 Amount Deemed Paid or Distributed. In any Deemed Liquidation Event, if Available Proceeds are in a form of property other than in cash, the value of such distribution shall be deemed to be the fair market value of such property. The determination of fair market value of such property shall be made in good faith by unanimous vote of the Board of Managers, provided that to the extent such property consists of securities, the fair market value of such securities shall be determined as follows:

(a) For securities not subject to investment letters or other similar restrictions on free marketability covered by Subsection 12.5(b) below,

(i) if traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) trading day period ending three (3) days prior to the closing of the Deemed Liquidation Event;

(ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) trading day period ending three (3) days prior to the closing of such transaction; or

(iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Managers.

For the purposes of this Subsection 12.5(a), "**trading day**" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "**closing prices**" or "**closing bid or sales prices**" shall be deemed to be: (A) for securities traded primarily on the New York Stock Exchange or Nasdaq Stock Market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (B) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading

period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

(b) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a Member's status as an affiliate or former affiliate) may take into account an appropriate discount (as determined in good faith by the Board of Managers, including at least two Series A Director) from the market value as determined pursuant to Subsections 12.4, or (ii) above so as to reflect the approximate fair market value thereof.

Section 12.6 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 12.4(a), if any portion of the consideration payable to the Members is payable only upon satisfaction of contingencies (the “**Additional Consideration**”), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “**Initial Consideration**”) shall be allocated among the Members in accordance with Sections 12.2 and 12.3 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the Members of the Company upon satisfaction of such contingencies shall be allocated among the Members in accordance with Sections 12.2 and 12.3 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 12.6 consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration unless and except to the extent any claims for indemnification ultimately paid from any consideration placed into escrow or held back result from the misrepresentations or activities of the Members or the Managers, in which event such amounts shall be deducted from amounts otherwise due under Sections 12.2 and 12.3.

ARTICLE 13 DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Board of Managers, or if the Board of Managers is unable to do so, a liquidating agent or committee selected by the Board of Managers, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Board of Managers or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions, and (ii) any in-kind liquidating

distributions to Members, so long as any distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.3 Required Reports. If requested by the Board of Managers, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds From Sale and Liquidation of Company Property Upon the liquidation of the Company or the sale of all or substantially all of its assets or similar change of control transaction (including by merger or otherwise) (a "Liquidation Event"), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

- (a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);
- (b) to the setting up of any reserves which the Board of Managers or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company;
- (c) as required by ARTICLE 12 hereof; and
- (d) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, to the Members in the same manner set forth above in Section 10.2(a)(ii).

Section 13.5 Capital Account Adjustments. For purposes of Section 13.4 hereof, the respective balance in the Capital Account of each Member shall be determined (i) after allocating all income, gain, loss and expense of the Company pursuant to Article 10 above and (ii) after taking into account all prior distributions to the Members.

Section 13.6 Compliance With Treasury Regulations. In the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704-1(b)(2), the following action shall be taken by the later to occur of (i) the last day of the Company's taxable year in which such liquidation occurred or (ii) the ninetieth (90th) day following the date of such liquidation:

- (a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).
- (b) In the discretion of the Board of Managers or the liquidating agent or committee, as the case may be, distributions pursuant to this Section may be distributed to a trust of which the Board of Managers or the liquidating agent or committee is (are) the trustee(s) (hereinafter the Trustee) established for the benefit of the Members for the purposes of liquidating Company

assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation on Obligation to Restore Deficit Capital Accounts. Absent the express unqualified requirements of applicable law, no Member having a deficit Capital Account balance upon the liquidation of the Company, or such Member's interest in the Company, as determined after taking into account all Capital Account adjustments for the fiscal year of the Company in which such event occurs, shall be required to restore such deficit. Such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE 14 AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by a Super-Majority Vote of Members. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members, whether or not they consented to or joined in such amendment, and the Board of Managers shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.6 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties. Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(a) The undersigned is acquiring the Units of the Company solely for such Member's own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(b) The undersigned acknowledges that: (A) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (B) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (C) there is no established or anticipated public market for the Units; (D) the offering price of the Units has been arbitrarily determined; (E) the value of the Units is

speculative; and (F) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

(c) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Member is a party or by which such Member is bound.

(d) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

ARTICLE 16 MISCELLANEOUS PROVISIONS

Section 16.1 Tax Controversies

(a) The initial Tax Representative for the purposes of Code Section 6231(a)(7) shall be designated by the Board of Managers, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws; provided, however, that (i) the Members shall be kept informed of any examinations, audits or other proceedings relating to taxes, and (ii) any Member having the right to appoint a Manager in accordance with Section 4.2 hereof shall be given an opportunity to participate in any such examinations, audits or other proceedings relating to taxes. For purposes of this Section 16.1(b), unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified;

(b) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, then the Tax Representative may cause the Company to make such election;

(c) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Representative in its discretion and subject to any eligibility requirements of the Company, shall cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Members for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code Section 6225(d)(1)). In the event that the Tax Representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment

and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year; and

(d) The Tax Representative is authorized to (i) extend the statute of limitations for assessment and (ii) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company.

(e) Notwithstanding the foregoing, neither the Company nor the Tax Representative shall make any tax election or take any action in connection with a tax audit or in any other tax matter, in each case, which would reasonably be expected to be disproportionately disadvantageous to a Member without the prior written consent of such Member.

Section 16.2 Tax Elections. In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, at the determination of the Board of Managers, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

Section 16.3 Applicable Law Forum. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER ARTICLE 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

Section 16.4 Counterparts. This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon electronic copies of the signed Agreement to the same extent as a manually signed original copy hereof.

Section 16.5 Severability of Provisions. Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.6 Power of Attorney. Each Member hereby constitutes and appoints the Board of Managers of the Company, and each of them from time to time in office, such Member's true and

lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.7 Entire Agreement. This Agreement, together with the Exhibits hereto and any other agreement between the Company and any Member relating to the subject matter hereof, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, including without limitation the Existing Agreement, and there are no promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.8 Separate Counsel. Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed and delivered this Agreement to the Company with the intent to be legally bound hereby.

Section 16.9 Waiver of Jury Trial. Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.10 Confidentiality. Unless otherwise required by law, each Member shall, and shall cause each of his or its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than the identity of the Company and its Subsidiaries and the amount invested by such Member, or information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a

contractual, legal or fiduciary obligation to the Company, (c) was independently developed by such Member or any of its Affiliates without use of or reference to the Company's confidential information, or (d) that the Board of Managers has consented to in writing; provided that the prohibitions set forth in this Section 16.10 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible. Notwithstanding the foregoing, each Member that is, or is controlled by, an investment fund may disclose information pertaining to the Company that directly relates to its investment in the Company on a confidential basis to its and its Affiliates' investors or prospective investors in connection with its ordinary course reporting and fundraising activities. Nothing in this Section 16.10 shall prohibit any Member or any of its Affiliates from disclosing the terms of this Agreement to its counsel or any court or other governmental entity in connection with the enforcement by such Member of this Agreement.

Section 16.11 Company Covenants. The Company will use its reasonable efforts to have no operating activities and will not enter into any agreement or undertake any other activity (including making any portfolio investment) that could reasonably be expected to cause the Company to realize income that is not treated as "qualifying income" as defined in Section 7704(d) of the Internal Revenue Code of 1986, as amended, or is effectively connected with the conduct of a U.S. trade or business (or otherwise be subject to regular U.S. federal income taxation on a net basis if realized by a non-U.S. person), or is unrelated business taxable income. Without limiting the foregoing, the Company will not invest in any disregarded or "pass through" entity without the prior written consent of the Members, not to be unreasonably withheld.

ARTICLE 17 ARBITRATION

The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Board of Managers, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Boston, Massachusetts, or any other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

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

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Operating Agreement under seal as of the date set forth above.

COMPANY:

THE HARVEST CLUB, LLC

DocuSigned by:
By: Christopher Vining
D59A68DA20BD487...
Name: Christopher Vining
Title: Manager

CLASS A MEMBERS

DocuSigned by:
Christopher Vining
D59A68DA20BD487...
Name: Christopher Vining

DocuSigned by:
Alexander Coon
D1588F7F62064F8...
Name: Alexander Coon

CLASS C MEMBERS

CHATHAM ROAD LLC

DocuSigned by:
Paul Fireman
By: _____
Name: Paul Fireman
Title: Manager

SOMERVILLE 255, LLC

DocuSigned by:
Frank Schillace
By: _____
Name: Frank Schillace
Title: Manager

DocuSigned by:
Margaret McGetrick
By: _____
Name: Margaret McGetrick

DocuSigned by:
Claire Walton
By: _____
Name: Claire Walton

Exhibit A
Capitalization

Investors	Class A Units	Class B	Class C	Capital Invested	Percentage Ownership
Christopher Vining	21,863	0	0	\$0.00	28.05%
Alexander Coon	17,887	0	0	\$0.00	22.95%
Somerville 255, LLC	0	0	8,303	\$1,065.22	10.65%
Chatham Road LLC	0	0	29,058	\$3,728.26	37.28%
Margaret McGetrick	0	0	415	\$53.26	0.53%
Claire Walton	0	0	415	\$53.26	0.53%
TOTAL	39,750	0	38,191	\$4,900.00	100%

PLAN FOR OBTAINING LIABILITY INSURANCE

The Harvest Club, LLC (“THC”) plans to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. THC will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, THC will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. THC will keep reports documenting compliance with 935 CMR 500.105(10).

The Harvest Club, LLC

Recreational/ Adult Use of Cannabis

Application - Cannabis Control Commission



BUSINESS PLAN

November, 1 2021

Private and Confidential, Do Not Reproduce or Distribute without Prior Authorization –

This communication shall not constitute an offer to sell or the solicitation of an offer to buy securities nor shall there be any sale of these securities in any state in which such solicitation or sale would be unlawful prior to registration or qualification of these securities under the laws of any such state.

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by The Harvest Club, LLC (THC) in this business plan is confidential; therefore, reader agrees not to disclose it without the express written permission of The Harvest Club.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader, may cause serious harm or damage to The Harvest Club.

Upon request, this document is to be immediately returned to The Harvest Club.

Signature

Name (typed or printed)

Date

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1.0 Executive Summary

1.1 Overview

The Harvest Club, LLC (THC) seeks licensure by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC) to operate three adult-use retail dispensaries, a cultivation and manufacturing facility and a transportation hub (delivery services).

Our mission extends well beyond simply providing cannabis; we seek to improve the quality of life of our customers while being a great neighbor in the communities we serve. The Harvest Club will provide the highest quality cannabis with amazing customer service. The staff at our modern facilities will emphasize safe and responsible consumption of our products while ensuring the customer experience is positive, educational and fun. The Harvest Club is always mindful of their commitment to compliance with all applicable laws and regulations, with ongoing education and training.

1.2 Objectives

During the first year, business goals for The Harvest Club are to:

1. Open three Harvest Club dispensaries and complete grow facility (TBD)
2. Be the lowest-cost producer of the highest quality product
3. Have the best staff in the business who give amazing customer service
4. Develop and maintain a loyal following
5. Be debt-free and cash-flow positive
6. Develop community outreach programs that support veterans, people from communities of disproportional impact (CDIs) and fight the opioid epidemic

1.3 Mission

Provide the highest quality products with the best customer service in a safe and responsible manner while being the best possible neighbor in the communities we serve.

1.4 Vision

The Harvest Club will be a community-oriented organization that provides qualified individuals with secure access to high quality cannabis in a safe and responsible manner. The Harvest Club standards of professional operations will truly serve the needs of their customers, the community and the Commonwealth.

Our Commitments:

- Remain in compliance with all state and local regulations. Maintain a great working relationship with all government authorities, including law enforcement and health officials.
- Maintain financial viability to support our ongoing mission to serve our customers, our community and other stakeholders.
- Maintain a physical environment and organizational culture where all are treated with respect, compassion and care.
- Be a good neighbor to residents and businesses by engaging community leaders and citizen groups as a responsible service provider.
- Educate our customers on the proper and responsible use of cannabis.
- Serve our community, both customers and non-customers alike through charitable community events and services.

1.5 Core Values

The Harvest Club believes in and is committed to:

- **Highest Quality Products**- we will cultivate (wholesale) and provide safe, high-quality cannabis and other adult-use products, subject to careful processing and testing by an independent laboratory.
- **Compassion**- serving our customers professionally with sensitivity to their needs in a clean environment where they are secure.
- **Responsiveness**- in our dealings with our customers, employees, unit-holders and the community.
- **Transparency**- our financial data is regularly audited by an independent accounting firm.
- **Community Service**- conducting varied and ongoing outreach activities to serve the needs of customers and others in our community.
- **Education**- providing facts and information to help people understand the responsible and effective use of cannabis.
- **Being a "Good Neighbor"**- by working with the community, the city and police department as a responsible service provider.

1.6 Keys to Success

Important keys to our success include:

- We will position The Harvest Club as a responsible business in the community and develop close working relationships with civic, business and government leaders and their staffs.
- Highly detailed planning and execution is critical. We will put in place the staffing, training and infrastructure required to cultivate (wholesale) safe, high-quality product, and apply best practices to cannabis dispensary operations.

- Financials, especially cash flow, must be well planned and managed, and kept to high standards commensurate with our for profit status and visibility in the industry.

2.0 Organization Summary

2.1 Legal Entity

Our entity is recorded with the Massachusetts Secretary of State under the name The Harvest Club, LLC. We do business under the names of ***The Harvest Club***, we are also known as THC.

The organization is governed by a five-person Board of Managers, with its Chief Executive Officer overseeing daily operations and serving as THC's President.

2.2 Startup Summary

Following are some of the milestones THC will accomplish:

- Obtain LOI for property within an approved cannabis zone.
- Host community agreement.
- Successful community meeting.
- Create banking relationship with authorization to deposit cannabis related money.
- Engage a qualified team to serve as managers with expertise in legal, financial, compliance, security, operations and more.
- Prepare to open up to three dispensaries
- Secure funds to ensure ongoing operations as a compliant, sustainable organization that can fully deliver on its mission.

2.3 Start-Up Funding

Management has secured preliminary funding for the build-out of its first dispensary, planning for the second and third dispensaries, planning for cultivation center/ transportation hub, along with some working capital.

2.4 Long-Term Viability

The Harvest Club will ensure its long-term viability through a continuing focus on three key pillars of operation:

1. **Staying true to its mission.** The Harvest Club mission is to "Provide the highest quality products with the best customer service in a safe and responsible manner while being the best possible neighbor in the communities we serve." We will publish this mission prominently for our customers, employees and the general community. Management will actively

use our mission as a yardstick by which to measure our actions and performance.

2. **Involving stakeholders.** Successful organizations are those where stakeholders feel a sense of ownership and pride, and actively participate in shaping the direction and future of the organization. We will conduct ongoing efforts to seek feedback from customers, employees, advisors, government officials and the general community on key matters involving The Harvest Club. Examples will include periodic surveys, open meetings and actively encouraging submission of feedback.
3. **Financial viability.** The Harvest Club cannot fulfill our mission unless we have sufficient resources to continue operations. We are committed to providing services at a fair market value and generating a surplus. Our Board of Managers will review our financial performance on a regular basis and take appropriate action to ensure that we meet these commitments. We will also involve qualified advisors to help us achieve prudent financial management and efficient operations. These advisors have solid records of operational and financial success using a similar model.

3.0 Products and Services

3.1 Product and Service Philosophy

Based on the core values of The Harvest Club, product sales are firmly grounded in a service model. While there may be some differences in product quality from one dispensary to another, cannabis is largely a commodity, so product differentiation rests primarily on how products are sold. The Harvest Club will work diligently to deliver on its core value that calls for “highest quality products.” Following is a general outline of how The Harvest Club plans to approach product quality and service.

Strict Quality Control Guidelines

In states where dispensaries sell cannabis grown from collective members, studies have shown that some samples contain fungus, molds and other unwanted microbes that can adversely affect customers who buy them. In addition, potency can vary widely from one strain of cannabis to another.

Because of Massachusetts’s law that allows dispensaries to grow product, many of these issues can be eliminated through cultivation methods and proper quality control processes.

However, as an additional measure, we will implement laboratory testing to control contaminants and standardize potency, these capabilities are made available through independent analytical laboratories. This will enable us to sell only the highest quality product and enable customers to know what to expect from their

purchase, including an objective measure of the amount needed to appropriately address their wants.

Zero Tolerance on Product Performance Issues

Any product found to have a potential problem shall not be provided to customers, unless and until it passes further review and inspection.

3.2 Product Line

The Harvest Club's product line includes the following:

Product Line Description

- **Flowers** – Dried cannabis “buds” that can be smoked in a pipe, rolled into a cigarette (or ‘joint’), smoked using a water pipe (commonly called a ‘bong’) or consumed with a vaporizer.
- **Extracts** – Extracts such as hashish are manufactured by separating the trichomes (semi-transparent granular hair-like outgrowths) from the cannabis flowers to create a concentrated dose of this specific part of the cannabis plant.
- **Preparations** – Pre-rolled joints, tinctures, transdermals, nectars, salves, sublingual applications, etc.
- **Edibles** – Edibles are foods cooked with butter or oil that has been infused with cannabis (e.g. bars or cookies). Edible cannabis usually takes longer to take effect (20 minutes to an hour or more) and the effects generally last longer than smoking or vaporizing.
- **Accessories** – Grinders, vaporizers, glassware, rolling papers, etc.

3.3 Services

The Harvest Club places an emphasis on education — providing ample information to help customers choose products appropriately and understand how to use them safely, effectively and responsibly.

Other than services stated, The Harvest Club also provides a wide range of other services designed to help customers maintain a healthy lifestyle. The list includes workshops, support groups, classes and other programs, including:

- Product Counseling.
- Cooking with Cannabis Classes.
- Nutrition Classes.

- Art and Music Therapy.
- Classes on wellness strategies, oncology and veterans issues.
- Resource Services (referrals for a wide variety of essential life, social and economic services).
- Ongoing support groups: Cancer support groups, chronic pain support and an educational drop-in time for those new to cannabis.
- Counseling services focusing on proper practices and avoiding substance misuse and abuse.

3.4 Services for Low-Income Customers

As part of a commitment to providing compassionate care and improving the quality of life for anyone in need, The Harvest Club will offer a discount of 10% off of our products for anyone who is on MassHealth Insurance, a disabled vet or other recognized disabled persons. To support this mission, The Harvest Club is dedicated to offering access to free educational materials designed to help customers better understand how to meet their needs.

4.0 Perspective and Industry Analysis

4.1 Industry Analysis

History of the Legal Cannabis Industry

The legal cannabis industry in California began in 1996 when a referendum known as Proposition 215 was approved by 56% of California voters. Subsequently the Compassionate Use Act of 1996 codified the rights of authorized patients to possess and cultivate the product under the California Health & Safety Code Section 11362.5. In 2004, SB 420 clarified how much legal cannabis users could grow and possess, and it allowed local governments to set additional guidelines.

In August 2008, the California attorney general issued guidelines for the security and non-diversion of cannabis, further clarifying the legalities of cannabis in dispensaries. Since 1996, additional states have followed California's lead. In addition to Massachusetts, cannabis is now legal in one form or another in 28 other states.

History of Adult-Use Cannabis in MA

- November 2016: Adult-use marijuana ballot initiative passes 54% to 46%
- July 2017: Legislature Passes Revised Adult-Use Act.
- September 2017: The Cannabis Control Commission is formed.
- April 2018: Application process released.
- June 1, 2018: Applications for Marijuana Retailers are accepted by the CCC.
- July 2018: Adult Use is promulgated by the Cannabis Control Commission.

Momentum Continues

Despite opposition and the challenges that dispensaries face, cannabis use appears to be here to stay. Growth factors include significant support among the general population and gradual acceptance in the community. There is a considerable body of evidence that cannabis is as good—if not better—for treating certain conditions than many chemically produced medications.

After careful scrutiny and substantial consideration of the evidence over decades, dozens of public health organizations have endorsed cannabis use. The list is impressive. Supporters include the National Association of People Living with AIDS, AIDS Action Council, American Public Health Association, American Academy of Family Physicians, American Nurses Association, Federation of American Scientists, Kaiser Permanente, New England Journal of Medicine, National Association for Public Health Policy, Whitman-Walker Clinic, Lymphoma Foundation of America, and many more.

The American Medical Association revised its policy in November 2009 calling for an easing of federal classifications that make it extremely difficult to study the impact of cannabis.

4.2 Market Assessment

As noted earlier in the Industry Analysis, the cannabis industry is still in its infancy and is relatively undeveloped compared to most industries. Quantifying the market (the number of customers and/or potential revenue) is difficult to quantify because:

- There is no source of comprehensive data about dispensary operations.
- The stigma associated with cannabis use, along with the threat of possible legal difficulties, has forced many patients to “fly under the radar”. User data that might be openly published and accessible in other types of markets is not available.

Massachusetts Emerging Recreational Cannabis Market

In November 2016 the people of Massachusetts overwhelmingly passed Chapter 55, An Act to Ensure Safe Access to Marijuana. Providing an avenue through which consumers can gain access to safe, quality cannabis. Retail cannabis sales began on/or around 2018.

Market Size- Massachusetts

Because there is no authoritative source of industry data for the cannabis market in Massachusetts, management is relying on estimates that place the number of

potential customers at 1,600,000. However, our management believes that the potential market in Massachusetts is probably well above this number.

The Marijuana Policy Project (MPP) estimates that, for every 1,000 residents in the U.S., 25% on average are cannabis consumers. If this average is assumed to be more representative of the probable consumers in Massachusetts, then the State's marijuana users would number 1,600,000 (assuming current population of 6,500,000).

To date Cannabis dispensaries in MA have done \$54M in revenue in the first quarter of the year on track to be a \$200M plus market in 2019. This is currently generated by a limited number legally licensed locations, the majority generated by opened dispensaries in Western MA. We believe this to be a fraction of the market potential as full recreational locations open in and around the Commonwealth. Current estimates have the legal cannabis market in MA to be a \$1B industry by 2021. Capturing a small but significant portion of this represents an opportunity with few parallels in modern business.

4.3 Market Segmentation / Customer Profile

Constructing a detailed profile of The Harvest Club customers is challenging because of dispensaries' rigorous commitment to privacy and confidentiality. Most dispensaries not only protect customer data, but most avoid the appearance of even collecting it—given the privacy issues that customers face and the risks they perceive with the legality of visiting a cannabis dispensary.

However, some data is available from anonymous surveys conducted for dispensaries from 2012 - 2018. While The Harvest Club's customer base may vary due to local or regional differences, the following data provides a general glimpse of what its customers base can be expected to look like.

- **Gender:** Two out of three consumers are male (67%).
- **Age:** Median age is approximately 24 to 36 years old. More than 25% are age 40+.
- **Zip Code:** The largest concentration of consumers live within a 30-minute driving range to the dispensary.
- **Employment:** Respondents are employed (33%-41%), with another 16%-18% are self-employed. Around 11% are retired, and 12%-15% are disabled and/or on disability.
- **Occupation:** Those who work outside the home are concentrated in white collar occupations (management, professionals, service, sales and office workers).

- **Last Visit:** More than a third of clients reported visiting their dispensary within the prior month, and nearly two thirds said their last visit was within 90 days.

5.0 Strategy and Implementation Summary

5.1 SWOT Analysis

The SWOT analysis provides us with an opportunity to examine the internal strengths and weaknesses The Harvest Club must address. It also allows us to examine the opportunities presented to The Harvest Club as well as potential threats that lie beyond its control.

5.1.1 Strengths

The following strengths are internal to The Harvest Club:

- Qualified, professional management team with impressive backgrounds.
- Consumer centered approach with strong emphasis on proper and safe usage.
- Sophisticated merchandising approach: packaging, labeling, display, etc.
- Ideal locations in high density communities with access to many major highway.
- An amazing team of cannabis advocates who are passionate about marijuana.
- Strong Board of Managers who are focused on fulfilling our mission.
- Dedication to be the best possible neighbor in the communities we serve.
- Good working relationships with law enforcement.
- Access to sufficient capital and investment in systems and technology.

5.1.2 Weaknesses

The following weaknesses are internal to The Harvest Club:

- Lack of comprehensive market data
-

- Limited ability to market our products to the public under the regulations.
- Difficulty gaining market share from dispensaries that were first-to-market
- Difficulty maintaining a full spectrum of products in inventory
- Length of time it takes to get new products to market

5.1.3 Opportunities

The following are opportunities The Harvest Club can leverage:

- Capitalize on growing public acceptance of cannabis.
- Federal administration policies toward legal dispensaries are more tolerant.
- There is still a significant underserved market in Massachusetts.
- Build alliances with cannabis providers and others in the marijuana industry.
- Generate awareness through external programs and third-party support.
- Limited competition at first as competitors have significant barriers to entry.
- Develop house brands and new products for retail and wholesale.

5.1.4 Threats

The following represents potential threats facing our industry:

- Negative perceptions of cannabis by a large percent of the public. We will continue to monitor trends and work to effect change by implementing best practices, maintaining good community relations and education.
- Tension between federal and state government regarding legalities of cannabis is not fully resolved. We will continue to remain compliant with all state and local ordinances to avoid undue scrutiny.
- Irresponsible users of cannabis create negative press and perceptions.
- The Harvest Club could experience a crop failure or other catastrophe.
- Irresponsible competitors may generate a negative image for the industry.

5.2 Marketing and Sales

5.2.1 Branding and Positioning

The Harvest Club's approach is focused on proper and safe usage, and a balanced lifestyle. We believe the overwhelming portion of those seeking cannabis will be from all walks of life, incomes and ages.

The Harvest Club approach is designed to better meet the needs of customers who seek a modern, clean, safe and professionally managed facility. General differentiators that appeal to clients will include the following:

- **Focus on Healing** - The Harvest Club emphasizes safe and proper usage; not the drug culture. We are a consumer-focused company whose mission is to help our customers use marijuana safely and achieve the highest possible quality of life.
- **Service Orientation** - The Harvest Club staff is comprised of users and non-users of marijuana. We are truly committed to quality service and providing a high degree of information to customers in a consultative format.
- **Higher Quality Cannabis** - The Harvest Club will focus on cultivating (wholesaling) safe, high-quality cannabis grown organically. Independent laboratories test product for contaminants and to determine potency.
- **Reliance on Merchandising** - The Harvest Club will take a personalized approach to dispensing cannabis so service is tailored to individual needs. This includes giving customers a variety of choices in neatly arranged display cases, packaging product in attractive containers and allowing customers to see product up close while making a purchase decision.
- **Use of Current Technology** - The Harvest Club utilizes point-of-sale software and new technology to help manage its transactions and track inventory. This technology provides more information and control to help us make better decisions about how to better serve customers.

5.2.2 Competition

Despite recreational marijuana laws being passed in 2016, less than 10 marijuana dispensaries have opened in the Commonwealth. Many more applicants wait for final certification in the pipeline. These new applicants will pose competition as they try to get our market share. The Harvest Club will differentiate ourselves from the competition by focusing on training our team to deliver the best possible customer service and offering the best products at fair prices. We strive to be the least-cost producer of cannabis and will offer a full spectrum of premium products.

Indirectly, The Harvest Club faces competition from illegal sales of cannabis, although this is very difficult to quantify because it is a prohibited activity.

5.2.3 Pricing Strategy

The Harvest Club pricing will be intentionally set at or above the midpoint of the scale locally, largely due to the higher quality of product it will offer to consumers.

In order to prevent diversion of product to the illegal market, The Harvest Club will set its pricing at the mid-point range of current (illegal) market prices for cannabis in Massachusetts. Diversion refers to the phenomenon that occurs when dispensaries price their products below prevailing rates for cannabis purchases. This creates an incentive for customers to purchase cannabis and resell it for a profit at the higher market rate. The Harvest Club will discourage diversion through our pricing strategies and train our team to look for signs of diversion.

Pricing will reflect the type of product, quantity purchased and quality. We will charge an average price of \$45 for an eighth ounce, which is in line with current market pricing that ranges between \$40 and \$50 per eighth ounce.

The Harvest Club will offer discounted pricing to various groups: 10% hardship discount for people on MassHealth; discounts for military veterans; and VIP programs for seniors, veterans, terminally ill customers and customers on disability. We will regularly offer all customers many promotions and incentives to drive visits during slower times of the week.

5.2.4 Marketing Objectives

The following summarizes general objectives for the dispensary in the next few years of operation:

- **Increase Public Education** - Prevailing attitudes about cannabis are continuing to relax. Prior issues with legality and social stigma have constrained the market. The Harvest Club can attract new customers by continuing to educate the public about cannabis as a safe alternative to traditional other recreational products
- **Heighten Standards and Recruit New Patients** - The Harvest Club plans to increase customers visits and revenue growth as it improves operations and expands services and product offerings.
- **Expand Provider Alliances** - As legal concerns abate in the provider community, The Harvest Club will undertake additional proactive alliance and referral strategies that will result in additional customers.
- **Increase Brand Awareness** - One of the early challenges for a dispensary is generating awareness and earning high brand loyalty. Our design and service-based programs, based on best practices of leading successful

dispensaries, will make us a destination for consumers throughout Massachusetts.

- **Maintain Outreach Efforts** - By working with community groups and participating in community events, The Harvest Club will better serve the community. It will build awareness, relationships and cooperation that will lead to increased referrals and customer growth. We have dedicated a line item in our budget for investment in worthy outreach programs to help customers and give back to the community. In addition to assisting organizations like the Massachusetts Patient Advocacy Alliance (MPAA), the board will meet regularly to discuss distribution of these community outreach funds and support causes reflective of our mission. MPAA will be the primary recipient of the community outreach funds from The Harvest Club. Funds will also be distributed to community organizations and the needs of the host communities. A focus will also be made on supporting locally based organizations that deliver primary health care services to low-income and indigent patients.

5.2.5 Marketing / Promotional Strategy

Leading dispensaries elsewhere have found that word of mouth and a media campaign are two of the most important ways to attract customers and build awareness. The Harvest Club will leverage these and other proven methods as it undertakes the following initiatives to accomplish its stated marketing objectives.

Sponsorships and Community Participation - Paid sponsorships and exhibitor opportunities offer The Harvest Club visibility and can often present significant exposure well beyond the paid cost of the opportunity. Sponsorships will be specifically targeted at venues where cannabis use is already widely accepted and/or where the need for cannabis is great.

Industry Activism - Additional participation includes formal activism, which helps promote The Harvest Club in industry circles as well as forwards cannabis as a legal, safe alternative form of treatment. Examples of this include:

- MPAA - Massachusetts Patient Advocacy Alliance. A high priority will be placed on supporting this group, which is at the forefront of bringing about compassionate care for Massachusetts residents in need.
- ASA - Americans for Safe Access - a patients' rights advocacy group.
- NORMAL - National Organization for the Reform of Marijuana Laws
- DPA - Drug Policy Alliance
- LEAP - Law Enforcement Against Prohibition

- MPP- Marijuana Policy Project - a political lobbying group.
- SSDP - Students for Sensible Drug Policy
- MRCC - Massachusetts Recreational Consumer Council - Recreational cannabis advocacy group.

Public Relations - Managed coverage in local media is another way The Harvest Club will work to increase awareness and positive information about its services. Periodic press releases will be furnished to local press, including the Massachusetts newspapers, community newsletters, hospice and consumer bulletin boards to highlight the dispensary(s) progress and work in the community.

Consumer Marketing - The Harvest Club will actively work to increase customers as well as encourage customer loyalty and purchasing behavior by marketing to our customer base. Because of the relationship between The Harvest Club and customers, marketing must be permission-based and noninvasive. However, tasteful communications to customers that educate and gently promote are appropriate providing they respect privacy and do not violate any laws. Messaging will include on-site promotional material, such as signage, flyers, newsletters, etc. as well as occasional emailed communications to customers who have specifically opted in.

Viral Marketing - Satisfied customers can be the most effective means to promote The Harvest Club, particularly with its strong brands. Therefore, additional effort will be directed at better leveraging its customer population to evangelize on The Harvest Club's behalf. The Harvest Club will develop a formal referral program that encourages current customers to pass on information to a friend. This is particularly important, given that "friend" is the most common answer reported on new client intake forms when consumers are asked to indicate how they heard about a dispensary.

Alliances - Alliances represent a substantial opportunity for The Harvest Club to increase awareness and enjoy a stream of referrals. Not only is there little cost associated with alliances, but strong alliance programs will continue to produce over time. The Harvest Club plans to establish strong alliances with various advocacy and community groups as well as industry partners and participants.

In addition to expanding these alliance networks, The Harvest Club is developing a strategy to reach out to a variety of organizations and health providers who are in contact with prospective patients. Examples include physicians, chiropractors, cancer support groups, AIDS organizations, senior centers, etc. A key part of this initiative will be educating alliance partners on the benefits, legalities and processes involved with referring people for cannabis use. The time is particularly ideal now that federal pressure on the industry is easing.

5.2.6 Sales Strategy

As a service-based organization focused on consumer wellness, our approach to sales must clearly reflect that orientation. Accordingly, sales will be highly consultative and focused on customer satisfaction—not retail product selling in the traditional sense. A strong emphasis will be placed on customer service and product knowledge to ensure that customers are provided with accurate, useful information.

At the same time, the dispensary must also operate efficiently to remain financially viable and deliver on its long-term mission. Therefore, the dispensary will provide ongoing training to its staff to ensure that they are properly prepared to provide excellent service and do so with expediency. The Harvest Club will monitor their performance by tracking transaction data for sales staff and occasionally deploying “mystery shoppers”.

The Harvest Club makes an effort to hire staff members users and advocates of recreational cannabis and the benefits of cannabis consumption. Individual feedback, coupled with regular department meetings, will be used as training opportunities to continually improve sales staff capabilities.

5.3 Operations

5.3.1 Operations Manual

The Harvest Club has adopted an operations manual to guide virtually every aspect of daily operations for each department (available for review upon request). The manual details policies and procedures; provide an excellent basis for training and address a wide variety of topics, including:

- **Processing and Storage** - how product will be handled, acquired, and stored safely, and by whom.
- **Information Technology** - covers the main data systems (, both electronic and manual, including access, security, back-up procedures, etc.
- **Dispensing Procedures** - step-by-step guidance for providing quality service and dispensing product to customers.
- **Security** - spells out how The Harvest Club will maintain a safe environment to protect clients and employees, both inside The Harvest Club and in adjacent areas. See additional detail under Section 5.3.3.
- **Emergency Procedures** - provides specific protocols in case of medical, police or other emergencies to ensure rapid response involving the appropriate personnel and/or outside authorities.

5.3.2 Cultivation (TBD)

Cannabis will be grown utilizing multiple disciplines, including organic hydroponics and soil-grown, flood and drain tables, nutrient film technique and other techniques. The facility will maintain a variety of strains of cannabis to be dispensed in access to the cultivation area.

The facility will be a “closed” system, with strict environmental control. Ambient air temperature and relative humidity will be monitored in “real time” and regulated accordingly. Carbon dioxide enrichment will be employed to aid in photosynthesis to maximize plant yield and efficiency. Indoor air quality will be monitored in real time as well, and HEPA filtration will be employed throughout the structure to maintain a mold free environment for the safety of staff and the health of the plants.

The facility will employ negative air pressurization to eliminate air exchange from the cultivation area to the dispensary. All exhausted air will be emitted from the building after undergoing carbon (charcoal) filtration and ozone treatment for the neutralization of odor (volatile organic compounds). This level of environmental and biological control will ensure the cannabis cultivated will be of the highest level of purity possible.

The water used for cultivation will be purified via reverse osmosis (RO), providing the plants with a pure base for the nutrient solution necessary for photosynthesis. Only the highest quality fertilizers will be used in the facility with an emphasis on organic fertilization. Lighting will be supplied in the forms of T-5 fluorescent and LED in appropriate phases of the plants' life cycle.

The cultivation facility will be light tight, with no visibility from outside the building. As previously noted, exhausted air will be treated by carbon scrubbing and ozone generation to ensure no “tell-tale” odors are emitted to the outside. All windows will be blacked out, making the contents and activities inside not visible to patients in the dispensary, or persons outside of the building.

5.3.3 Site Security

- Private and Confidential: See supplemental info

5.3.4 Information Security

- Private and Confidential: See supplemental info

5.4 Location / Facility

- Cultivation and Manufacturing Processing, to be determined.
-

5.4.1 Site Design

- M C Andrews, Inc.

5.4.2 Site Build Out

- M C Andrews, Inc.

5.4.3 Site Financing

- Investors

6.0 Management and Organization

6.1 Executive Team

- Christopher Vining, Founder
- Alexander C.P. Coon, Founder

6.2 Board of Managers

The Harvest Club is a sole member LLC, governed by its managing member:

- Christopher Vining

6.3 Professional Support Team

One of the dispensary's key assets is the strength of the team it has recruited to provide expertise, advice and services to The Harvest Club as it makes important decisions about every aspect of operation.

- Christopher Vining, Administration
- Attorney Joel Sowalsky, Legal
- Andrew Matses, Construction Management

6.4 Personnel Plan

6.4.1 General Philosophy

Because of its customer-focused mission, The Harvest Club will maintain a high staff-to-customer ratio to provide a consistent level of quality service. As customer numbers increase, The Harvest Club will adjust staffing to maintain this capability.

The Harvest Club has adopted a comprehensive staffing plan to guide recruitment, hiring, training and managing its employees. Highlights of the plan feature:

- Precisely defined responsibilities and accountability plans
- Clearly understood chains of authority
- Well paid, well qualified, well trained personnel
- High customer/ staff ratio
- Professional recruiting practices

6.4.2 Employee Handbook

A comprehensive handbook provides information to guide employees' behavior and relationship with The Harvest Club (available for review upon request). The manual, which is furnished to all employees upon being hired, addresses:

- Section 1: The Way We Work
- Section 2: Your Pay and Progress
- Section 3: Paid Time Off and Other Benefits
- Section 4: On the Job (covers various aspects of conduct policy and procedures)
- Section 5: Safety in the Workplace

6.4.3 Organization

The following shows how The Harvest Club current management structure is organized:

- Board of Managers
- C- Level Executives
- Vice Presidents
- Managers: Operations, Dispensary, etc.

- Employees

6.4.4 Recruitment

The Harvest Club recruiting efforts will be primarily directed at candidates with the following qualifications:

- Health-related educational and professional backgrounds.
- Interest and aptitude for working with consumers.
- Minor criminal record. CORI Eligible.
- Experience in retail venues; restaurant and service industries.
- Current or prior industry experience
-

6.4.5 Training

Qualified candidates will be hired on a three-month probationary status. During this period, they will participate in a rigorous training process, and be evaluated for suitability in a restricted-access cannabis environment. Training will include the employee handbook, other reading materials, lectures by qualified professionals, hands-on training and quizzes. The program will consist of the following modules:

- **Legal-** Legal training will cover all laws relating to marijuana, and especially those related to recreational cannabis. Legal obligations of licensed cannabis dispensaries will be emphasized. Other topics will include the rules and regulations of the dispensary, sexual harassment and diversity training, effective interaction with law enforcement personnel, and rights of patients.
- **Sales-** Staff will be trained to focus on customer care. The focus will be on assisting clients in making appropriate decisions about how to choose the type of product which is right for them. Staff will be provided with ongoing training in product information as well as general service philosophy. Training will be facilitated by experts in cultivation, extraction, testing and others.
- **Safety-** In addition to its focus on safety, security training will include identify verification, compliance training, counterfeit detection, warning signs of possible diversion, panic alarm procedures, perimeter and entrance control, robbery response techniques, conflict resolution techniques and diversion detection techniques.

6.4.6 Personnel

The Harvest Club will employ over 20 full-time employees. Within the next 16 months we will grow to over 80 employees to staff The Harvest Club' three dispensaries and cultivation facility. Individual job descriptions have been developed for each position in the organization. The purpose is to ensure that all personnel are clear about their role and responsibilities, and understand how their position contributes to the safe, efficient operation of The Harvest Club.

Management positions include the following:

- **Board of Managers** - Oversee the entire dispensary operation and ensure that The Harvest Club successfully delivers on its mission and business objectives.
- **Chief Executive Officer** - Organize and supervise day-to-day operations.
- **Production Manager** - Supervise the safe processing, retail packaging, acquisition, delivery and inventory of new supplies of product.
- **Sales Manager** - Oversee retail package handling, display, dispensing and proper storage of product.
- **Security and Compliance Manager** - Monitor all areas of operations to ensure the safety of patients, staff, and neighbors and compliance with all laws and regulations.
- **Customer Services Manager** - Oversee the provision of all services related to customer service and ensure that the dispensary maintains regulatory compliance and provide for effective customer advocacy procedures.
- **Cultivation Manager** - Responsible for the cultivation, extraction and manufacturing facility. Responsible for strain selection, grow plans and management of cultivation, trimming, drying, curing and processing teams.

7.0 Pictorial - For Illustration Purposes Only

7.1 Dispensary Center – Stocked



**PROPOSED DISPENSARY
BIRD'S-EYE VIEW
CONCEPTUAL RENDERING**



**PROPOSED DISPENSARY
COUNTER CLOSE-UP
CONCEPTUAL RENDERING**

7.2 Dispensary Center – People



RECEPTION
CONCEPTUAL RENDERING



HEALING SPACE
CONCEPTUAL RENDERING

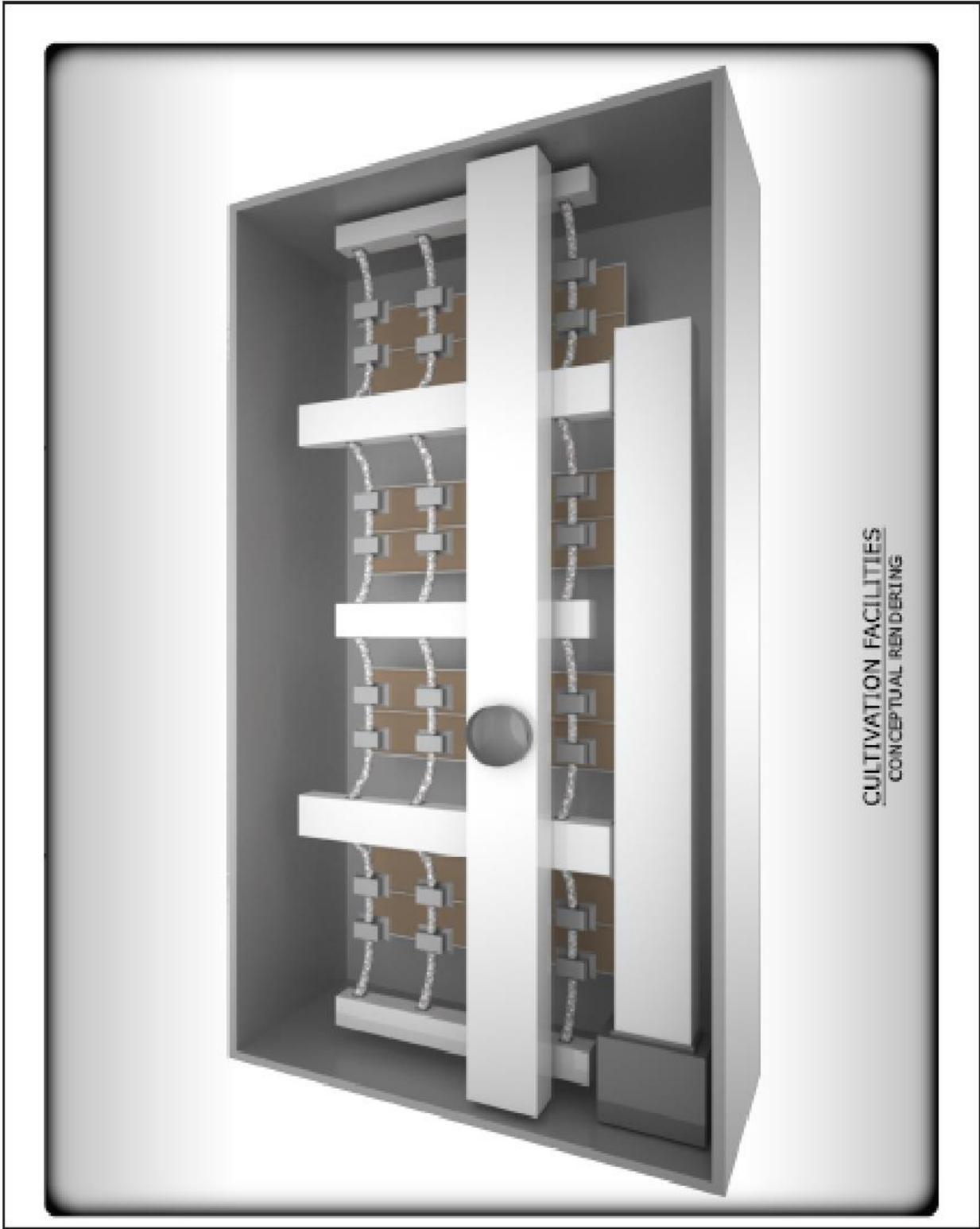


DISPENSARY FLOOR
CONCEPTUAL RENDERING

7.3 Dispensary Center – Elevated View



7.4 Grow Center – Elevated View



7.5 Grow Center - Lights & Vents



VIEW AT DUCTS
CONCEPTUAL RENDERING



VIEW AT LAMPS
CONCEPTUAL RENDERING



CULTIVATION ROOM
CONCEPTUAL RENDERING

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

The Harvest Club, LLC (“THC”) does not seek to participate in the Medical Use of Marijuana Program at this time.

Restricting Access to 21 or Older

1. The Harvest Club, LLC (“THC”) will only employ Marijuana Establishment Agents for our retail location who are 21 years of age or older, pursuant to 935 CMR 500.002.
2. Pursuant to 935 CMR 500.110(1)(a)-(o), THC will implement sufficient safety measures to prevent unauthorized entrance into the THC facility and theft of marijuana from occurring, including limiting access to those 21 years of age or older.
3. THC will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4).
 - a. Identification badges will be required to be worn at all times by THC employees while at the facility or engaged in transportation.
 - b. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times.
 - c. Visitors shall be logged in and be escorted while at the THC facility.

Quality Control and Testing of Product Summary

Governed by 935 CMR 500.105

The Harvest Club, LLC. (“THC”) will assure quality control and testing policies meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult Use of Marijuana.

1. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, pursuant to 935 CMR 500.160.
2. Testing of marijuana products will be performed by MCR Labs, an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016..
3. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
4. Testing Laboratories will attest to complying with storage requirements of 935 CMR 500.105(11).
5. All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the cultivation facility for disposal, or by the Independent Testing Laboratory disposing of it directly.
6. Disposal by the testing laboratory is the preferred method to reduce risk associated with transportation of product.
7. Testing of environmental media (*e.g.*, soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). If a new version is developed, or if the Commission develops their own standards, such applicable standards will be followed. All testing results will be maintained by THC for no less than one year in accordance with 935 CMR 500.160(3).
8. THC will have, and follow, a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable limits established in 935 CMR 500.160(1).
 - a. The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch.
 - b. The notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. All testing results will be retained for no less than one year. Seeds will not subject to these testing procedures, however, clones are subject to these testing provisions, excluding testing for metals.
9. Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.
10. Pursuant to 935 CMR 500.105(11)(a)-(e), THC will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

11. THC will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed.
12. THC storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The THC storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.
13. Marijuana will be handled in a safe and sanitary manner. THC will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - a. Well cured and generally free of seeds and stems;
 - b. Free of dirt, sand, debris, and other foreign matter;
 - c. Free of contamination by mold, rot, other fungus, and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food* and 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
 - d. Prepared and handled on food-grade stainless steel tables with no contact with bare hands; and
 - e. Packaged in a secure area.
14. All agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in 105 CMR 300.000.
15. Any agent working in direct contact with marijuana shall 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.
16. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
17. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
18. Litter and waste shall be properly removed and disposed of so as to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
19. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
20. Adequate safety lighting shall be installed in all processing and storage areas as well as areas where equipment or utensils are cleaned.
21. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.
22. All contact surfaces, including utensils and equipment, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination using a sanitizing agent registered by the US EPA, in accordance with labeled instructions. Equipment and utensils shall be so designated and of such material and workmanship as to be adequately

cleanable.

23. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. Any intended or actual use of toxic items will be demonstrated upon request.
24. Water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet THC's needs.
25. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the establishment. Plumbing shall properly convey sewage and liquid disposable waste from the establishment. There shall be no cross-connections between potable and wastewater lines.
26. THC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
27. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
28. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

Personnel Policies Summary, Including Background Checks

Governed by 935 CMR 500.105

The Harvest Club, LLC (“THC”) will assure personnel policies meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult Use of Marijuana:

1. THC will apply for registration for all of our board members, directors, employees, executives, managers, and associated volunteers.
2. Each individual determined to be suitable for registration will be issued a registration card. Registration card is required visibly displayed at all times individuals are on THC facility property or transporting marijuana product.
3. All such individuals will be 21 years of age or older; not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.802.
4. Personnel Policies will be given to each individual upon hiring, or before. Policies include, but are not limited to:
 - a. Limitations on associated individuals’ authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - b. Equal opportunity employer policy
 - c. Freedom from harassment and discrimination policy
 - d. Sexual harassment prevention policy
 - e. American with disabilities act and state laws equivalents
 - f. Open door policy
 - g. Alcohol, smoke and Drug-free workplace policies
 - h. Health insurance portability and accountability act of 1996
 - i. Electronic communications media use policy
 - j. Social media policy
 - k. Severe weather and emergency conditions policy
 - l. How confidential information is maintained
5. THC’s Alcohol, Smoke & Drug Free Workplace Policy in accordance with 935 CMR 500.105(1)(k) will include the following: Employees are not allowed to smoke, be intoxicated, possess or use legal or illegal drugs or alcohol at the workplace or any location during their shift. Any violation of this policy will result in disciplinary action, up to and including termination.
6. THC will maintain a plan describing how Confidential Information and other records required to be maintained confidentially will be maintained pursuant to 935 CMR 500.105(1)(l).

7. Pursuant to 935 CMR 500.105(1)(m), THC will maintain a policy ensuring that immediate dismissal will occur for any marijuana establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
8. In accordance with 935 CMR 500.105(2), all current owners, managers and employees of THC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling, or handling marijuana may participate voluntarily.
9. THC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, and key state and local laws.
10. All THC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by THC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).
11. THC’s Staffing and Recordkeeping Plans shall remain in compliance with 935 CMR 500.105(9). THC’s records shall be available for inspection by the Commission, on request. The financial records of THC shall be maintained in accordance with generally accepted accounting principles. Written records that will be maintained and available for inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - (a). Written Operating Procedures as required by 935 CMR 500.105(1);
 - (b). Inventory Records as required by 935 CMR 500.105(8);
 - (c). Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105(8)(e);
 - (d). The following personnel records:
 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

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

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

3. A staffing plan that will demonstrate accessible business hours and safe working conditions;

4. Personnel policies and procedures; and

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

(e). Business records, which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

(f). Waste disposal records as required under 935 CMR 500.105(12);

(g). Responsible Vendor Training program compliance records;

(h). Vehicle registration, inspection and insurance records; and

(i). Following closure of THC, all records will be kept for at least two years at THC's expense and in a form and location acceptable to the Commission. All records will be securely held and maintained.

Record-Keeping Procedures

The Harvest Club, LLC (“THC”) will assure record-keeping procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana. All THC Records will be available for inspection by the Commission, upon request. In the event THC closes, all records will be kept for at least two years at the expense of THC. Records will be maintained in a form and location acceptable to the Commission.

At a minimum, Record Retention policies and procedures will cover the following:

- Personal Records
- Financial Records
- Inventory Records
- Operating Procedures
- Business Records
- Waste Disposal Records

1. Personal Records

- a. THC personnel records include, job descriptions for each employee and volunteer position, well an organizational chart consistent with the job descriptions, and personnel record for each marijuana establishment agent. Personal records will be maintained for at least 12 months after termination of the individual’s affiliation with THC and will include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. 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;
 - iv. Documentation of periodic performance evaluations;
 - v. Record of any disciplinary action taken;
 - vi. notice of completed responsible vendor and eight-hour related duty training.
 - vii. All background check reports obtained in accordance with 935 CMR 500.030.
 - viii. Additionally, THC has developed a staffing plan that demonstrates accessible business hours and safe working conditions;

2. Financial Records

- a. THC financial records will be maintained in accordance with generally accepted accounting principles.
- b. Financial records, which shall include manual or computerized.
- c. Financial records include:
 - i. Assets and liabilities;
 - ii. Monetary transactions;

- iii. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- iv. Sales records including the quantity, form, and cost of marijuana products;
- v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with THC

3. Inventory Records

- a. THC will not commence operations until approval from the Commission, subject to the limitations in 935 CMR 500.140(10). THC will assure to follow laws governing taxation in the Commonwealth, including, but not limited to, the laws regarding taxation, filing audit and seizure.
- b. THC will continue to utilize real-time seed-to-sale inventory tracking methodology. THC will utilize Seed-to-Sale tracking to tag and track all marijuana seeds, clones, plants, and marijuana products. Such seed-to-sale software will be approved by the Commission. Real-time inventory will be maintained as specified by the Commission, including, at a minimum inventory of:
 - i. Marijuana seeds
 - ii. Marijuana plants in any phase of development such as propagation, vegetation, and flowering
 - iii. All marijuana products
 - iv. All damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal
- c. THC will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana in the process of dispensing, and finished, stored marijuana. THC will conduct monthly inventory reviews in the process of dispensing and finished, stored marijuana. THC will also conduct annual inventory at least once every year after the date of the previous comprehensive inventory.
- d. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- e. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratories, except if allowed by 935 CMR 500.000.

4. Operating Procedures

- a. THC will have and follow a set of detailed written operating procedures in full compliance with 935 CMR 500.000. Each THC location will have its own set of applicable procedures on site.
- b. At a minimum, procedures will include:
 - i. Security measures in compliance 935 CMR 500.100
 - ii. Employee security policies, including personal safety and crime prevention techniques
 - iii. Description of hours of operation and after-hours contact information provided to the Commission and appropriate law enforcement officials upon request

- iv. Storage procedures in compliance with 935 CMR 500.105(11)
- v. Description of various strains of marijuana THC will cultivate, process or sell, and the forms in which we will sell such marijuana
- vi. Procedures for accurate record keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9)
- vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
- viii. Staffing Plan and staffing records in compliance with 935 CMR 500.105(9)
- ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies.
- x. Alcohol, smoke, and drug-free workplace policies
- xi. Plan describing how confidential information is maintained and handled
- xii. Policy for the immediate dismissal of a THC agent who has:
 - 1. Diverted marijuana, which will be reported to appropriate law enforcement officials and to the Commission
 - 2. Engaged in unsafe practices with regard to operations of THC facilities, which will be reported to the Commission
 - 3. Been convicted or entered a guilty plea, pleas 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.
 - 4. List of all board members and executives of THC, and members, if any, of THC will be made available upon request by any individual.
 - 5. Cash Handling policies and procedures including storage, collection frequency, and transport to financial institutions.
 - 6. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
 - 7. Policies and procedures for energy efficiency and conservation
 - 8.

5. Business Records

- a. Business records may be computerized or manual.
- b. Records will include:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products;
 - v. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with THC.

6. Waste Disposal Records

- a. THC will dispose of all waste as required under 935 CMR 500.105(12). Such records will be maintained for three years.

Maintenance of Financial Records

The Harvest Club, LLC (“THC”) will assure financial record procedures meet or exceed all Cannabis Control Commission regulations per 935 CMR 500: Adult use of Marijuana, in particular 935 CMR 500.105(9)(e).

THC financial records will be maintained in accordance with generally accepted accounting principles.

Financial records, which shall include manual or computerized.

Financial records include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with THC

Daily sales records produced using an authorized seed-to-sale vendor are printed daily to show all debit and cash transactions. Additionally debit processing reports are printed daily, and cross-verified against the daily sales report.

All THC financial records will be available for inspection by the Commission, upon request. In the event THC closes, all financial records will be kept for at least two years at the expense of THC in accordance with 935 CMR 500.105(9)(g). Financial records will be maintained in a form and location acceptable to the Commission. Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) AND 935 CMR 140(6)(e).

QUALIFICATIONS AND TRAINING

The Harvest Club, LLC (“THC”) will ensure that all employees hired to work at our 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:

1. In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older.
2. 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.
3. THC will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802.
4. In the event that THC discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and THC will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training:

1. As required by 935 CMR 500.105(2), and prior to performing job functions, each of THC’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function.
2. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.
3. All of THC’s current Owners, managers, and employees 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”.
4. Once THC 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.
5. 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”.
6. THC will also encourage employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance.
7. THC’s 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.

8. As part of the Responsible Vendor Training Program, THC's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:
 - a. Marijuana's effect on the human body, including:
 - i. Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product
 - ii. The amount of time to feel impairment
 - iii. Visible signs of impairment
 - iv. Recognizing signs of impairment
 - b. Diversion prevention and prevention of sales to minors, including best practices:
 - i. Compliance with all tracking requirements;
 - ii. Acceptable forms of identification, including:
 1. How to check identification;
 2. Spotting false identification;
 3. Common mistakes made in verification
9. Other key state laws and rules affecting Owners, managers, and employees, including:
 - a. Local and state licensing and enforcement
 - b. Incident and notification requirements
 - c. Administrative and criminal liability
 - d. License sanctions
 - e. Waste disposal
 - f. Health and safety standards
 - g. Patrons prohibited from bringing marijuana onto licensed premises
 - h. Permitted hours of sale
 - i. Conduct of establishment
 - j. Permitting inspections by state and local licensing and enforcement authorities
 - k. Licensee responsibilities for activities occurring within licensed premises
 - l. Maintenance of records
 - m. Privacy issues
 - n. Prohibited purchases and practices.

Energy Compliance

Each Marijuana establishment must comply with 935 CMR 500.120(11). THC shall satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00, prior to obtaining final licensure under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).

THC shall adopt and use additional best management practices as determined by the Commission to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission pursuant to 935 CMR 500.120(11).

Prior to final licensure, THC will demonstrate compliance with 935 CMR 500.120(11) by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation together with submission of building plans under 935 CMR 500.103.

THC will, upon license renewal, include a report of the energy and water usage of the cultivation facility over the 12 month period preceding the date of application pursuant to 935 CMR 500.120(11).

THC has also taken steps to ensure the building envelope, horticultural lighting, HVAC and dehumidification systems will be certified as meeting Massachusetts building code specifications per 935 CMR 500.120(11).

Maintaining Financial Records

The Harvest Club, LLC (“THC”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

THC will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(5)(d). THC will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). THC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. THC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If THC determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(5)(e), THC will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

THC financial records will be available for inspection by the Commission, upon request. The financial records will be maintained in accordance with generally accepted accounting principles. Following the closure of THC, all records will be kept for at least two years at the expense of THC and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

DIVERSITY PLAN SUMMARY

Governed by 935 CMR 500.101(1)(c)(8)(k)

Overview

The Harvest Club, LLC (“THC”) believes in creating and sustaining a robust policy of inclusivity and diversity and recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. In furtherance of this commitment, THC is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as minorities, women, veterans, people with disabilities, and LGBTQ+. To support such populations, THC has created a Diversity Plan, summarized below, and has identified and created goals, programs and measurement techniques to promote equity in THC’s operations.

Goals

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

1. Increase the number of THC employees falling into the above-listed demographics by hiring 20% women, 10% minorities, 5% veterans, 5% persons with disabilities and 10% LGBTQ+ individuals, so that a total of 50% of its employees identify from diverse backgrounds.
2. Provide tools to ensure their success. THC will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. THC will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of THC in order to obtain our goal of 50% of employees identify from diverse backgrounds. THC will assess and review its progress within a year of receiving its Provisional License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, THC will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

Programs

THC will implement the following two-part program to ensure success of the Plan:

1. Recruitment and Sourcing: THC’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants. THC shall hire 20% women, 10% minorities, 5% veterans, 5% persons with disabilities, and 10% LGBTQ+ individuals so that a total of 50% of its employees identify from diverse backgrounds as identified by the Commission. Measures that THC will take include:
 - a. Advertising employment opportunities will be done at least once whenever a job becomes available. Advertisements will be placed in diverse publications or other mediums including bilingual newspapers; networking groups for those who identify as women, veterans, and people with disabilities; and posting job options on public boards. Publications include but are not limited to: The Somerville Times, Rumbo, patch.com, Massachusetts Bay Veterans Center, City of Somerville Veterans Services, and the Somerville Commission for Persons with Disabilities and other City resources requesting the advice the City's Manager of

Diversity, Equity, and Inclusion.

- b. Advertising employment opportunities with organizations serving women, veterans, and persons with disabilities, including those organizations listed in paragraph a, for employment referrals whenever a job becomes available and in advance of any potential job fairs;
 - c. Providing briefings to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
 - d. Encouraging employees from diverse groups to refer applicants for employment;
 - e. Participating in or hosting job fairs with a focus on attracting individuals falling into the above-listed demographics; and
 - f. THC will host at least one (1) job fair annually in the City of Somerville and advertise in diverse print and online publications in ADIs including those listed in paragraph a.
2. Employee Retention, Training and Development: A critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. THC's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees. Measures that THC will take include:
- a. Offer promotions, career counseling, and biannual training to provide employees with opportunity for growth and to decrease turnover.
 - b. Ensure all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions.
 - c. Provide biannual employee educational trainings to ensure all employees receive equal opportunity for career counseling, advancement opportunities, and career development training. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as NECANN Expo.
 - d. The biannual training program will include diversity awareness training for all employees including upper management.

Measurements

The Director of Human Resources at THC will be responsible for auditing the Diversity Plan annually. The progress of the plan will be documented annually at renewal of provisional licensure. The audit report setting forth THC's performance in fulfilling the goals of the Plan will contain:

1. Hiring Initiative:
 - a. Number of employees identifying as women, veterans and persons with disabilities compared to the total number of employees to ensure we are meeting our target hiring goals;
 - b. Number of promotions for people falling into the above-listed demographics since initial licensure; and
 - c. Number of postings in diverse and general publications with supporting documentation.

2. Employee Training:

- a. Number and content of educational trainings held for employees; and
- b. Results of surveys from program participants.

Disclosures

THC acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by THC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

